

SOLICITATION/CONTRACT				REQUISITION NUMBER N66604-3352-025H		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING DO-07		PAGE 1 OF 33	
BIDDER/OFFEROR TO COMPLETE BLOCKS 11, 13, 15, 21, 22, & 27. Control, POC Name: 041848, TUCHMANAM				4. SOLICITATION NUMBER N66604-04-R-1848		5. SOLICITATION TYPE SEALED BIDS (IFB) <input type="checkbox"/> NEGOTIATED (RFP) <input checked="" type="checkbox"/>		6. SOLICITATION ISSUE DATE 2004 APR 19			
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		7. ISSUED BY Commercial Acquisition Department, Building 11 Naval Undersea Warfare Center Division, Newport Code 5911, Simonpietri Drive Newport, RI 02841-1708		8. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: 100% FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> LABOR SURPLUS AREA CONCERNS <input type="checkbox"/> COMBINED SMALL BUSINESS & LABOR SURPLUS AREA CONCERNS <input checked="" type="checkbox"/> OTHER: LIMITED COMPETITION					
Adam Tuchman; 401.832.1909; tuchmanam@npt.nuwc.navy.mil						NO COLLECT CALLS		NAICS CODE 332999		SIZE STANDARD 500 Employees	
9. SOLICITATION: SEALED OFFERS IN ORIGINAL AND 2 COPIES WILL BE RECEIVED BY THE ISSUING OFFICE IDENTIFIED IN BLOCK 7, UNTIL 2:00 P.M. (LOCAL TIME ZONE) ON 2004 MAY 20 . LATE OFFERS ARE SUBJECT TO LATE BID OR PROPOSAL PROVISIONS INCORPORATED HEREIN. ALL OFFERS ARE SUBJECT TO SUCH PROVISIONS, REPRESENTATIONS, CERTIFICATIONS AND SPECIFICATIONS AS ARE ATTACHED OR INCORPORATED BY REFERENCE. SEE PROVISION L1 or L2 FOR SPECIFIC INSTRUCTIONS.											
10. ITEMS TO BE PURCHASED (BRIEF DESCRIPTION) <input type="checkbox"/> SUPPLIES <input checked="" type="checkbox"/> SERVICES Refurbishment of 4 MK 19 TPES											
11. IF OFFER IS ACCEPTED BY THE GOVERNMENT WITHIN _____ CALENDAR DAYS (60 CALENDAR DAYS UNLESS OFFEROR INSERTS A DIFFERENT PERIOD) FROM THE DATE SET FORTH IN BLOCK 9 ABOVE. THE CONTRACTOR AGREES TO HOLD ITS OFFERED PRICES FIRM FOR THE ITEMS SOLICITED HEREIN AND TO ACCEPT ANY RESULTANT CONTRACT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN.						12. ADMINISTERED BY _____ CODE _____					
13. CONTRACTOR OFFEROR CODE _____ FACILITY CODE _____						14. PAYMENT WILL BE MADE BY _____ CODE _____					
TELEPHONE NO. _____ DUNS NO. _____ <input type="checkbox"/> CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER						PAS# _____ SCD _____ SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK: 14					
15. PROMPT PAY DISCOUNT						16. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input checked="" type="checkbox"/> 10 U.S.C. 2304 (C) <input type="checkbox"/> 41 U.S.C. 253 (C) <input type="checkbox"/>					
17. ITEM NO.		18. SCHEDULE OF SUPPLIES/SERVICES				19. QUANTITY		20. UNIT		21. UNIT PRICE	
		(SEE PAGE 2) SUBSAFE / Level I									
23. ACCOUNTING AND APPROPRIATION DATA										24. TOTAL AWARD AMOUNT (FOR GOVT. USE ONLY)	
25. <input checked="" type="checkbox"/> CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY CONTINUATION SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.						26. AWARD OF CONTRACT: YOUR OFFER ON SOLICITATION NUMBER SHOWN IN BLK 4 INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: ALL ITEMS					
27. SIGNATURE OF OFFEROR/CONTRACTOR						28. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)					
NAME AND TITLE OF SIGNER (TYPE OR PRINT)						NAME OF CONTRACTING OFFICER					
DATE SIGNED						DATE SIGNED					

NO RESPONSE FOR REASONS CHECKED			
	CANNOT COMPLY WITH SPECIFICATIONS		CANNOT MEET DELIVERY REQUIREMENT
	UNABLE TO IDENTIFY ITEM(S)		DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED
	OTHER (Specify)		
	WE DO	WE DO NOT, DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE OF ITEM(S) INVOLVED	
NAME AND ADDRESS OF FIRM (Include Zip Code)		SIGNATURE	
		TYPE OR PRINT NAME AND TITLE OF SIGNER	

FROM:

AFFIX
STAMP
HERE

TO: **Commercial Acquisition Department, Building 11
Naval Undersea Warfare Center Division, Newport
Code 5911, Simonpietri Drive
Newport, RI 02841-1708**

SOLICITATION NO. N66604-04-R-1848
DATE AND LOCAL TIME 2004 MAY 20, 2:00 P.M.

SECTION B SUPPLIES OR SERVICES AND PRICES/COSTS

B12 SUPPLIES/SERVICES AND PRICES - CPFF COMPLETION

This is a Cost Plus Fixed Fee (Completion Form) contract. The Contractor shall perform the work specified below and in Section C. For work performed hereunder, the Contractor shall be reimbursed in accordance with the provisions of the clauses herein entitled, Allowable Cost and Payment (FAR 52.216-7) and Fixed Fee (FAR 52.216-8).

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>AMOUNT</u>
0001	SERVICES to refurbish two Mk 19 Mod 1 TPES per the Statement of Work (SOW), Attachment #1.	1	JO	
		Estimated Cost:		\$ _____ *
		Fixed Fee:		\$ _____ *
		Total CPFF:		\$ _____ *
0002	DATA per Exhibit "A", Contract Data Requirements List (CDRL), DD Form 1423.	1	LO	\$ <u>NSP**</u>
0003	OPTION 1: SERVICES to refurbish an additional two Mk 19 Mod 1 TPES per the Statement of Work (SOW), Attachment #1	1	JO	
		Estimated Cost:		\$ _____ *
		Fixed Fee:		\$ _____ *
		Total CPFF:		\$ _____ *

* Offeror shall insert amounts.

** NSP - not separately priced

B42 OPTIONS

The additional items of supplies or services available under the Options clause of this contract, the applicable Line Item, and the exercise dates are specified below:

<u>OPTION NO.</u>	<u>LINE ITEM NO.</u>	<u>EXERCISE DATE</u>
Option I	0003	30 days before contract completion

B50 PAYMENT OF FIXED FEE - COMPLETION

(a) The fixed fee specified herein, subject to any adjustment required by other provisions of this contract, will be paid in installments to be paid at the time of each provisional payment on account of the allowable cost, the amount of each such payment of fee to be in the same ratio to the total fixed fee as the related provisional payment on account of allowable cost is to the total estimated cost of the order. The balance of the fixed fee will be paid in accordance with other clauses of this contract.

(b) Withholding. As provided in the clause entitled, Fixed Fee (FAR 52.216-8), the Contracting Officer hereby withholds 15% of all fixed fee payable under the contract up to the stated maximum of \$100,000. Invoices submitted under the contract shall indicate fixed fee withheld.

SECTION C DESCRIPTION / SPECIFICATIONS/WORK STATEMENT

C11 STATEMENT OF WORK

SERVICES are to be performed in accordance with the Statement of Work, Attachment #1.

C30 MERCURY EXCLUSION - A

(a) The supplies furnished under this contract shall not contain any functional mercury. Functional mercury is that elemental mercury or mercury compound required for proper operation of the supplies or, without the presence of which the supplies would fail to function properly. The presence of "functional mercury" will be cause for rejection of supplies.

(b) External contamination by elemental mercury or mercury compounds will be cause for rejection of the supplies. If external mercury contamination is suspected, the following test can be used to determine if compounds exist. Enclose the equipment in a close-fitting polyethylene bag or air-tight container. The air volume inside the container should be approximately twice the volume of the item or component being tested. Place the bag or container in an oven at 125°F±5°F (52°C±3°C) for one hour. Sample the trapped air and if mercury vapor concentration is .01 mg/cu meter or more, the material is contaminated insofar as the requirements of this contract are concerned. Mercury vapor concentration can be determined with mercury vapor detector such as portable General Electric Vapor Detector (Catalog Number 825755G-3); Beckman Instrument, Model K-23; Thermotron Corporation Mercometer, Model 2006-IPR; Sunshine Instantaneous Vapor Detector (Catalog Number 38D); or other. Certain vapors such as benzene interfere with this type of mercury vapor detector and the detector should never be zero adjusted in any suspect atmosphere. An alternate procedure to determine mercury contamination is to have a portion of the item or component (not less than 10 percent of the area suspected of being contaminated) enclosed in a close-fitting polyethylene bag or air-tight container for eight hours at room temperature (76°F±10°F). Then the enclosed environment is analyzed for mercury using the above method.

Note: Not all classes of mercury compounds will be volatile at 125°F. Therefore, consideration should be given to supplementary chemical analysis.

(c) The Contractor will notify the Contracting Officer, prior to proceeding with a manufacture or shipment, if the presence of functional mercury is suspected. The Contractor shall conduct suitable tests to verify this suspicion.

C31 MERCURY EXCLUSION - B

The supplies furnished under this contract shall be free from mercury contamination (i.e., during the manufacturing process, tests or inspections), in accordance with NAVSEA INSTRUCTION 5100.3D. The supplies offered shall not have come in direct contact with mercury or any of its compounds nor with any mercury containing devices employing only a single boundary of containment. (A single boundary of containment is one which is not backed by a second seal or barrier to prevent contamination in event of rupture of the primary seal or barrier).

C54 UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)

If, during the performance of this or any other contract, the contractor believes that any contract contains outdated or different versions of any specifications or standards, the contractor may request that all of its contracts be updated to include the current version of the applicable specification or standard. Updating shall not affect the form, fit or function of any deliverable item or increase the cost/price of the item to the Government. The contractor should submit update requests to the Procuring Contracting Officer with copies to the Administrative Contracting Officer and cognizant program office representative for approval. The contractor shall perform the contract in accordance with the existing specifications and standards until notified of approval/disapproval by the Procuring Contracting Officer. Any approved alternate specifications or standards will be incorporated into the contract.

SECTION D PACKAGING AND MARKING

D15 PRESERVATION, PACKAGING, PACKING AND MARKING SUBSAFE/LEVEL I (AUG 2002)

(a) Preservation, packaging, packing, and marking shall be in accordance with ASTM D 3951-98, "Standard Practice for Commercial Packaging".

(b) The Contractor shall identify any package containing SUBSAFE/LEVEL I components or devices by marking the container with "SUBSAFE/LEVEL I MATERIAL" and the unique SUBSAFE/LEVEL I serial number. The marking shall be placed on the upper half of each end of the container in two-inch black or red letters.

(c) Shipment documentation shall identify all SUBSAFE/LEVEL I material as such and shall include part number(s), drawing number(s), serial number(s), nomenclature description(s), MIC number(s), and estimated value(s) for positive identification of each item.

(d) Additionally, the Contractor shall mark all packages with the following, as appropriate:

CONTRACT NUMBER: *(from DD Form 1447 Block 2 or DD Form 1155 Block 1)*
ORDER NUMBER (if an Indefinite Delivery contract): *(from DD Form 1155 Block 2)*
REQUISITION NUMBER: *(from DD Form 1447, except for orders use DD Form 1155 Block 4)*

MARK FOR: _____
Name Code Telephone No.

D20 DELIVERY OF DATA (SEP 2001)

- (a) Data furnished hereunder shall be adequately packaged to assure safe delivery at destination.
- (b) Transmittal of classified information by mail shall be in accordance with the National Industrial Security Program Operating Manual (NISPOM) for Safeguarding Classified Information (DOD 5220.22-M).
- (c) All copies of CDRL items under this contract, regardless of distribution, shall be marked on the report cover with the following information:

Naval Undersea Warfare Center Division, Newport
Contract, Order, and ELIN Numbers
Report Title
Date of Report
Contractor Name (division which generated the report)

D24 PROHIBITED PACKING MATERIALS

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hygroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

SECTION E INSPECTION AND ACCEPTANCE

The following contract clauses are hereby incorporated by reference:

<u>Number</u>	<u>Title</u>	<u>Date</u>
52.246-5	INSPECTION OF SERVICES - COST REIMBURSEMENT	(APR 1984)
252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	(MAR 2003)

E11X INSPECTION AND ACCEPTANCE AT ORIGIN (HARDWARE) (AUG 1999)

(a) Inspection and acceptance of the supplies to be refurbished hereunder shall be made by the designated Contract Administration Office Quality Assurance Representative (CAO-QAR) at the following Contractor's or subcontractor's plant: to be supplied (as designated in K15-6, "Place of Performance").

(b) The Government requires advance notice of inspection per FAR 52.246-5, "Inspection of Services – Cost Reimbursement, paragraph (C). The contractor shall notify the Government representative cited in para. (a) above as follows:

- (1) CLINs/SCLINS: All
(2) Period of Advance Notice: 15 working days
(3) Method of Advance Notice: In Writing

(c) If the contract also provides for Government procurement quality assurance actions at source, the place or places designated for such actions may not be changed without authorization of the Contracting Officer.

E22 SUBSAFE REQUIREMENTS

(a) Applicability. The requirements of this clause apply to all items designated as SUBSAFE in the Description portion of the Schedule Of Supplies/Services.

(b) Tests. The Contractor shall provide certified quantitative chemical and physical analysis, by heat, for material as ordered, or by 100% sample for material of unknown heat. Where subsequently heat-treated, the required physical analysis shall be representative of each heat treated lot, by heat, or by 100% sample.

The Contractor shall provide documented sample verification of above heat analysis by acid and hardness test as applicable by material MIL Specification.

The Contractor shall maintain traceability from material (including finished piece) to analysis and verification documentation.

(c) Records. The Contractor shall maintain Objective Quality Evidence (OQE) records of material forming part of primary and/or secondary pressure boundary in components. The OQE shall contain the following in the order given below:

- (1) Certification Summary Sheet, which will summarize and tie-in all of the objective quality evidence, identified by serial number, to support product quality. The Contractor shall supply this sheet with each complete hardware set.
- (2) Material identification and verification.
- (3) Non-destructive tests.
- (4) Certification of personnel evaluating NTD tests.
- (5) Physical Configuration Inspections.
- (6) Pressure Tests.

(d) Marking. Marking on the finished piece shall be in accordance with NAVSEA 0948-LP-45-7010. The Contractor shall identify each supporting certification document with this unique Material Identification Code (MIC) number marked. Traceability shall be maintained, at all times, from material to certification documents by this number.

(e) Inspection. The Contractor shall notify certifying activity (to be supplied) prior to start of work, via the local DCMA-QAR office. This will be done to facilitate the providing of guidelines as related to in-service engineering and technical support, certification of SUBSAFE components, coordination of material verification effort, assignment of "MIC" designators, and review of test, inspection, certification, and supporting data.

The Contractor shall provide test reports showing the results for non-destructive test as required by drawings and/or specifications. Certification must include: Plan, Piece Number, Weld or Identification, Compliance to MIL-STD-271, Acceptance to Applicable Standard, and Reference Prime Contract Number. Include a Government Standard Shooting Sketch.

SECTION F DELIVERIES OR PERFORMANCE

The following contract clauses are hereby incorporated by reference:

<u>Number</u>	<u>Title</u>	<u>Date</u>
52.242-15	STOP-WORK ORDER - ALT I (APR 1984)	(AUG 1989)
52.247-34	F.O.B. DESTINATION	(NOV 1991)
52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY	(JUN 2003)

F18 DELIVERY AT DESTINATION (AUG 1999)

The articles to be furnished hereunder shall be delivered in accordance with the clause entitled, F.O.B. Destination (FAR 52.247-34), to the following address:

Supply Officer
Naval Undersea Warfare Center, Division Newport
Naval Station Newport, Bldg. 47
47 Chandler Street
Newport, RI 02841-1708

F22 DELIVERY OF DATA (JUL 2001)

The contractor shall deliver data items in accordance with the directions set forth on the DD Form 1423, Contract Data Requirements List (CDRL), which is an exhibit to this contract. Any change in the delivery of data must be made by a formal contract modification.

F11-8 TIME OF DELIVERY (FAR 52.211-8) (JUN 1997)

(a) The Government requires delivery to be made according to the following schedule:

REQUIRED DELIVERY SCHEDULE

ITEM NUMBER	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT
0001	2 ea.	The first refurbished item shall be delivered by 2004 OCT 29 with the second item delivered 30 days later.
0003	2 ea.	The first refurbished item shall be delivered 270 days after Option I is exercised and the second 30 days later.

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE

ITEM NUMBER	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (i) five days for delivery of the award through the ordinary mails, or (ii) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays. If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

SECTION G CONTRACT ADMINISTRATION DATA

G1 SUBMISSION OF INVOICES -- COST REIMBURSEMENT (AUG 2002)

(a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF1034) but does not include contractor requests for progress payments under fixed price incentive contracts.

(b) The Contractor shall submit invoices and any necessary supporting documentation, in an original and four (4) copies, to the contract auditor at the following address: See clause G12, Cognizant DCAA, unless waived by DCAA. If Electronic Cost Reporting and Financial Tracking (eCraft) is applicable to this contract, provide duplicate information to eCraft.

(c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each order. There shall be a lapse of no more than 30 calendar days between performance and submission of an interim payment invoice.

(d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:

- (1) Contract line item number (CLIN)
- (2) Subline item number (SLIN)
- (3) Accounting Classification Reference Number (ACRN)
- (4) Payment terms

- (5) Procuring activity
- (6) Date supplies provided or services performed
- (7) Costs incurred and allowable under the contract
- (8) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is provided

(e) A DD Form 250, "Material Inspection and Receiving Report", is not required.

(f) A Certificate of Performance is required unless Electronic Cost Reporting and Financial Tracking (eCraft) is applicable to this contract.

(g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract. The Government may indicate final acceptance on DD Form 250 or by other appropriate means such as a Certificate of Final Acceptance.

(h) Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINS/SLINS with more than one ACRN, costs will be allocated on a first-in first-out basis. For example, invoice ACRN A1 until fully expended, followed by ACRN A2 until fully expended, followed by ACRN A3 until fully expended, etc.

G10 CONTRACTUAL AUTHORITY AND COMMUNICATIONS (JAN 2004)

(a) Except as specified in subparagraph (b) below, no order, statement, or conduct of any Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the Changes clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and, notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof.

(d) The Government reserves the right to administratively transfer authority over this contract from the individual named below to another Contracting Officer at any time.

(e) (For Indefinite Delivery contracts only) Ordering Officers are Contracting Officers of the Naval Undersea Warfare Center Division, Newport. However, their authority extends only to the order that they sign.

(f) The address and telephone number of the Contracting Officer is:

Name: LISA BRAZIL
Address: Commercial Acquisition Department, Building 11
Naval Undersea Warfare Center Division, Newport
Code 5911
Simonpietri Drive
Newport, RI 02841-1708
Telephone: Commercial: 401-832-1437; DSN: 432-1437
Email: brazillm@npt.nuwc.navy.mil

G11 CONTRACT ADMINISTRATION FUNCTIONS (SERVICES)

(a) The cognizant Administrative Contracting Office for this contract is identified in Block 12 on page one of this contract.

(b) **PCO RETAINED FUNCTIONS.** The Procuring Contracting Officer (PCO) retains the administrative functions described in FAR 42.302(a) and listed below. These functions will be accomplished as set forth in the Contract Administration Plan or Contract Administration Master Plan, as applicable, Attachment #4.

- (3) Conduct post-award orientation conferences.
- (40) Perform engineering surveillance to assess compliance with contractual terms for schedule, cost, and technical performance in the areas of design, development, and production.
- (44) Perform engineering analyses of contractor cost proposals.
- (45) Review and analyze contractor-proposed engineering and design studies and submit comments and recommendations to the contracting office, as required.
- (46) Review engineering change proposals for proper classification, and when required, for need, technical adequacy of design, producibility, and impact on quality, reliability, schedule, and cost; submit comments to the contracting office.
- (47) Assist in evaluating and make recommendations for acceptance or rejection of waivers and deviations.

(c) **ACO DELEGATED FUNCTIONS.** The Administrative Contracting Officer (ACO) is delegated the following functions:

- (1) All other functions of FAR 42.302(a) *except* (3), (40), (44), (45), (46), and (47).
- (2) The function of FAR 42.302(b)(4); negotiating and executing supplemental agreements providing for the deobligation of unexpended dollar balances considered excess to known contract requirements, and for the crediting of any overpayments made to the contractor. Attach a copy of the modification to the DD 1594 and forward to the PCO address (Attn: Code 5912 -- CLOSEOUT)
- (3) The function of FAR 42.302(b)(6).

(d) If the ACO identifies a contract administration problem, the remedy for which is not covered by the above, the ACO shall request the PCO to delegate additional functions as necessary. The PCO may delegate authority by letter.

G12 COGNIZANT DCAA

The cognizant DCAA for this contract is:

Office: * _____
Address: _____

Telephone: _____

* Offerors should fill in the above information, if known.

G14 CONTRACTOR'S SENIOR TECHNICAL REPRESENTATIVE (APR 2003)

Fill in the information required below. The contractor's senior technical representative, point of contact for performance under this contract is:

Name: _____
Title: _____
Mailing Address: _____
E-mail Address: _____
Telephone: _____ FAX: _____

G15 NOTE TO PAYMENT OFFICE - ADDRESS OF PAYEE

The Paying Office will mail payments to:

*

* Offerors should complete the above if they wish payments to be sent to an address other than that shown on the contract face. Invoices should also specifically inform the paying office of this address.

G16 NOTE TO PAYMENT OFFICE - PAYMENT BY ACRN (MAY 2001)

In the event the contractor does not identify the specific ACRN (or the related SLIN) being invoiced, the paying office is directed to pay the invoice by assigning the ACRN on a first-in first-out basis. For example, pay from ACRN A1 until fully expended, followed by ACRN A2 until fully expended, followed by ACRN A3 until fully expended, etc. If necessary, the paying office should assign the appropriate SLIN.

SECTION H SPECIAL CONTRACT REQUIREMENTS

H21 LIABILITY INSURANCE

The following types of insurance are required in accordance with the clause entitled, Insurance - Liability To Third Persons (FAR 52.228-7), and shall be maintained in the minimum amounts shown:

- (1) Comprehensive General Liability: \$200,000 per person and \$500,000 per accident for bodily injury. No property damage general liability insurance is required.
- (2) Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$20,000 per accident for property damage. Comprehensive form of policy is required.
- (3) Standard Workmen's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.

H61 GOVERNMENT FURNISHED PROPERTY (GFP) (SEP 2001)

(a) The Government shall furnish Government property to the Contractor for use in connection with this contract.

(1) Government Furnished Equipment (GFE), Government Furnished Material (GFM) and Government facilities shall be made available for contractor's use as identified in Attachment 2, entitled, Government Property Made Available. The property shall be made available, free of expense to the Contractor, in the quantities and at the times specified at the following location: (to be supplied).

(2) Government Furnished Information (GFI) shall be provided as identified in the Statement of Work and specifications. Unless specified otherwise, GFI will be furnished within 30 days after contract award.

(b) Only the identified items, in the quantity shown, will be furnished by the Government; however, additional Government property may be made available for use on individual orders. All other material required for the performance of this contract shall be furnished by the Contractor. GFP furnished under this contract is for use exclusively under this contract unless specified otherwise in writing by the Contracting Officer.

(c) All Government Property furnished under this contract shall be returned to NUWCDIVNPT at the completion of the contract unless otherwise specified. The Contractor shall immediately advise the Contracting Officer, in writing, of any property lost, damaged, or transferred out of the Contractor's possession.

H83 SERVICE CONTRACT ACT WAGE DETERMINATION

The applicable Service Contract Act Wage Determination by the Secretary of Labor is set forth in Attachment #7.

SECTION I CONTRACT CLAUSES

The following contract clauses are hereby incorporated by reference:

<u>Number</u>	<u>Title</u>	<u>Date</u>
52.202-1	DEFINITIONS	(DEC 2001)
52.203-3	GRATUITIES	(APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES	(APR 1984)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	(JUL 1995)
52.203-7	ANTI-KICKBACK PROCEDURES	(JUL 1995)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	(JAN 1997)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	(JAN 1997)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	(JUN 2003)
252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	(MAR 1999)
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	(AUG 2000)
252.204-7000	DISCLOSURE OF INFORMATION	(DEC 1991)
52.204-7	CENTRAL CONTRACTOR REGISTRATION WITH DFARS 252.204-7004 (ALT A) (NOV 2003)	(OCT 2003)
252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	(APR 1992)
252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	(DEC 1991)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	(JUL 1995)
252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	(NOV 1995)
252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	(MAR 1998)
52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	(SEP 1990)
52.215-2	AUDIT AND RECORDS - NEGOTIATION	(JUN 1999)
52.215-8	ORDER OF PRECEDENCE -- UNIFORM CONTRACT FORMAT	(OCT 1997)
52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	(OCT 1997)
52.215-12	SUBCONTRACTOR COST OR PRICING DATA	(OCT 1997)
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	(OCT 1997)
252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS	(JUL 1997)
52.216-7	ALLOWABLE COST AND PAYMENT	(DEC 2002)
52.216-8	FIXED FEE	(MAR 1997)
52.217-7	OPTION FOR INCREASED QUANTITY - SEPARATELY PRICED LINE ITEM fill-in: within <u>30 days of contract completion</u> .	(MAR 1989)
252.217-7000	EXERCISE OF OPTION TO FULFILL FOREIGN MILITARY SALES COMMITMENTS	(DEC 1991)
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	(OCT 2000)
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	(OCT 2001)
52.219-16	LIQUIDATED DAMAGES – SUBCONTRACTING PLAN	(JAN 1999)
52.219-25	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM – DISADVANTAGED STATUS AND REPORTING	(OCT 1999)
252.219-7003	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	(APR 1996)
52.222-2	PAYMENT FOR OVERTIME PREMIUMS para.(a) fill-in: <u>\$0.00</u>	(JUL 1990)
52.222-3	CONVICT LABOR	(JUN 2003)

52.222-21	PROHIBITION OF SEGREGATED FACILITIES	(FEB 1999)
52.222-26	EQUAL OPPORTUNITY	(FEB 1999)
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	(DEC 2001)
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	(JUN 1998)
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	(DEC 2001)
52.222-41	SERVICE CONTRACT ACT OF 1965, AS AMENDED	(MAY 1989)
52.223-6	DRUG-FREE WORKPLACE	(MAY 2001)
52.223-14	TOXIC CHEMICAL RELEASE REPORTING	(AUG 2003)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	(JAN 2004)
252.225-7004	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	(APR 2003)
252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	(FEB 2003)
252.225-7027	RESTRICTION ON CONTINGENT FEES FOR FOREIGN MILITARY SALES	(APR 2003)
	Para. (b)(1) fill-in: Government(s) of <u>Australia</u>	
252.225-7028	EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS	(APR 2003)
52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	(JUN 2000)
252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	(OCT 2003)
52.227-1	AUTHORIZATION AND CONSENT	(JUL 1995)
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	(AUG 1996)
252.227-7013	RIGHTS IN TECHNICAL DATA -- NONCOMMERCIAL ITEMS	(NOV 1995)
252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	(JUN 1995)
252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	(JUNE 1995)
252.227-7030	TECHNICAL DATA - WITHHOLDING OF PAYMENT	(MAR 2000)
252.227-7036	DECLARATION OF TECHNICAL DATA CONFORMITY	(JAN 1997)
252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	(SEP 1999)
252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	(JUN 1995)
52.228-7	INSURANCE - LIABILITY TO THIRD PERSONS	(MAR 1996)
52.230-2	COST ACCOUNTING STANDARDS	(APR 1998)
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	(NOV 1999)
252.231-7000	SUPPLEMENTAL COST PRINCIPLES	(DEC 1991)
52.232-17	INTEREST	(JUN 1996)
52.232-20	LIMITATION OF COST	(APR 1984)
52.232-23	ASSIGNMENT OF CLAIMS - ALT I (APR 1984)	(JAN 1986)
52.232-25	PROMPT PAYMENT - ALT I (FEB 2002)	(OCT 2003)
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER – CENTRAL CONTRACTOR REGISTRATION	(OCT 2003)
252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	(JAN 2004)
52.233-1	DISPUTES	(JUL 2002)
52.233-3	PROTEST AFTER AWARD - ALT I (JUN 1985)	(AUG 1996)
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	(APR 1984)
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	(MAY 2001)
52.242-4	CERTIFICATION OF INDIRECT COSTS	(JAN 1997)
52.242-13	BANKRUPTCY	(JUL 1995)
252.242-7000	POSTAWARD CONFERENCE	(DEC 1991)

52.243-2	CHANGES - COST REIMBURSEMENT - ALT II (APR 1984)	(AUG 1987)
252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	(MAR 1998)
52.244-2	SUBCONTRACTS – ALT I (AUG 1998)	(AUG 1998)
52.244-5	COMPETITION IN SUBCONTRACTING	(DEC 1996)
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	(APR 2003)
252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS	(MAR 2000)
52.245-5	GOVERNMENT PROPERTY (COST REIMBURSEMENT, TIME AND MATERIAL, OR LABOR-HOUR CONTRACTS) (DEV)	(JAN 1986)
52.245-19	GOVERNMENT PROPERTY FURNISHED "AS IS"	(APR 1984)
252.245-7001	REPORTS OF GOVERNMENT PROPERTY	(MAY 1994)
52.246-25	LIMITATION OF LIABILITY - SERVICES	(FEB 1997)
52.247-1	COMMERCIAL BILL OF LADING NOTATIONS para.(a) fill-in: Naval Undersea Warfare Center, Division Newport para.(b) fill-in: Naval Undersea Warfare Center, Division Newport para (b) fill-in: contacting the office identified in block 12 of the SF 1447.	(APR 1984)
52.247-67	SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT	(JUN 1997)
252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	(MAY 2002)
252.247-7024	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	(MAR 2000)
52.248-1	VALUE ENGINEERING	(FEB 2000)
52.249-6	TERMINATION (COST REIMBURSEMENT)	(SEP 1996)
52.249-14	EXCUSABLE DELAYS	(APR 1984)
52.253-1	COMPUTER GENERATED FORMS	(JAN 1991)

152-2 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.arnet.gov/far/>

SECTION J LIST OF ATTACHMENTS

J10 LIST OF ATTACHMENTS

<u>EXHIBIT</u>	<u>TITLE</u>	<u>PAGES</u>
"A"	DD Form 1423, Contract Data Requirements List	6
<u>ATTACHMENT</u>		
1	Statement of Work	15
2	Government Property Made Available	1
3	Certificate of Performance	1
4	Cost Summary Sheet	1
5	Comments in the Interest of Competition	1
6	Wage Determination No. 94-2223 Rev 21 Kentucky	8
7	Wage Determination No. 94-2349 Rev 19: New Jersey	8

**SECTION K REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS
OF OFFERORS OR RESPONDENTS**

The following solicitation provisions are hereby incorporated by reference:

<u>Number</u>	<u>Title</u>	<u>Date</u>
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	(APR 1991)
252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	(APR 2003)

K16 OFFEROR DATA (JAN 2004)

(a) The offeror shall identify the individuals that are authorized to negotiate on its behalf with the Government in connection with this solicitation:

<u>Name</u>	<u>Title</u>	<u>Telephone Number</u>	<u>E-mail address</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(b) Offerors shall provide the data requested below. Provide the data for each subcontractor exceeding \$100,000.

(1) Contractor Identification Data.

DUNS Number _____

CAGE Code _____

(2) Contractor Systems Approval Data. Explain any disapproval, or approval pending, etc. in the cost proposal.

(i) Accounting System (All contracts other than Firm Fixed Price)

Date Submitted _____ Date Approved _____ By _____

Limitations _____

(ii) Cost Accounting Standards Disclosure Statement (Large Businesses Only)

Date Submitted _____ Date Approved _____ By _____

Latest Revision of CASB _____

Date Submitted _____ Date Approved _____ By _____

Potential Non-Compliances (As notified by ACO) _____

(iii) Purchasing System (See FAR 44.302)

Date Submitted _____ Date Approved _____ By _____

(iv) Forward Pricing Rate Agreement (If Applicable)

Date Submitted _____ Date Approved _____ By _____

(v) Facilities Clearance (Security) (If Required by DD Form 254)

Date Submitted _____ Date Approved _____ By _____

(3) Contract Administration Data. Identify the cognizant Defense Contracting Management (DCM) Agency and Defense Contract Audit Agency (DCAA) offices.

DCM Office _____

ACO (or POC) Name and Telephone _____

DCAA Office _____

Auditor (or POC) Name and Telephone _____

K04-3 TAXPAYER IDENTIFICATION (FAR 52.204-3) (OCT 1998)

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government;

(e) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(f) Common Parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name: _____

TIN: _____

**K04-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (FAR 52.204-5)
(MAY 1999)**

(a) *Definition.* "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Representation.* [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it ☐ is, ☐ is not a women-owned business concern.

**K09-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT,
AND OTHER RESPONSIBILITY MATTERS (FAR 52.209-5) (DEC 2001)**

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are ☐, are not ☐, presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐, have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ☐, are not ☐, presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(D) of this provision.

(ii) The Offeror has ☐, has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K09-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (DFARS 252.209-7001) (MAR 1998)

(a) Definitions. As used in this provision--

(1) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means--

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares", "street names", or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm such as director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) Prohibition on award. In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) Disclosure. If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include-

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each Government.

K15-6 PLACE OF PERFORMANCE (FAR 52.215-6) (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ☐ intends, ☐ does not intend [*check applicable box*] to use one or more plants or facilities at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance
(Street Address, City,
County, State, Zip Code)

Name and Address of Owner and
Operator of the Plant or Facility
if other than offeror or respondent

K19-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (FAR 52.219-1) (APR 2002) – ALT I (APR 2002)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is set forth in block 8 of the SF 1447, Page 1 of this solicitation.

(2) The small business size standard is set forth in block 8 of the SF 1447, Page 1 of this solicitation.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(6) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that –

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

- ☐ Black American.
- ☐ Hispanic American.
- ☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- ☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- ☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- ☐ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

“Service-disabled veteran-owned small business concern” -

(1) Means a small business concern -

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern,” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

“Veteran-owned small business concern” means a small business concern -

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned small business concern,” means a small business concern--

- (1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm’s status as a small, HUBZone small, small disadvantaged or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

K19-22 SMALL DISADVANTAGED BUSINESS STATUS (FAR 52.219-22) (OCT 1999)

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either –

☐ (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

☐ (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 134 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) ☐ For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:

_____.]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall -

- (1) Be punished by imposition of a fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

K22-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FAR 52.222-22) (FEB 1999)

The offeror represents that-

(a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It ☐ has, ☐ has not, filed all required compliance reports, and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K22-25 AFFIRMATIVE ACTION COMPLIANCE (FAR 52.222-25) (APR 1984)

The offeror represents that -

- (a) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K22-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DEC 2001)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

K25-7003 REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES (DFARS 252.225-7003) (APR 2003)

- (a) The offeror shall submit a Report of Contract Performance Outside the United States, with its offer, if-
- (1) The offer exceeds \$10 million in value; and
 - (2) The offeror is aware that the offeror or a first-tier subcontractor intends to perform any part of the contract outside the United States and Canada that-
 - (i) Exceeds \$500,000 in value; and
 - (ii) Could be performed inside the United States or Canada.
- (b) Information to be reported includes that for-
- (1) Subcontracts;
 - (2) Purchases; and
 - (3) Intracompany transfers when transfers originate in a foreign location.
- (c) The offeror shall submit the report using-
- (1) DD Form 2139, Report of Contract Performance Outside the United States; or
 - (2) A computer-generated report that contains all information required by DD Form 2139.
- (d) The offeror may obtain a copy of DD Form 2139 from the Contracting Officer.

K30-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (FAR 52.230-1) (JUN 2000)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT - COST ACCOUNTING PRACTICES AND CERTIFICATION

- (a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

☐ (1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and

(ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form Number CASB-DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official where filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official where filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable disclosure statement.

☐ (3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a

revised certificate to the Contracting Officer, in the form specified under subparagraphs (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS-ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ YES

☐ NO

SECTION L INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS

The following solicitation provisions are hereby incorporated by reference:

<u>Number</u>	<u>Title</u>	<u>Date</u>
52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	(OCT 2003)
252.204-7001	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING	(AUG 1999)
52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE check one: _____ DX or <u> X </u> DO rated order	(SEP 1990)
52.214-35	SUBMISSION OF OFFERS IN U. S. CURRENCY	(APR 1991)
52.215-16	FACILITIES CAPITAL COST OF MONEY	(JUN 2003)
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	(FEB 1999)

L2 OTHER INSTRUCTIONS TO OFFERORS (NOV 1999)

(a) It is the offeror's responsibility to ensure delivery of the proposal to the Bid Depository by the time and date specified on the solicitation form. FAR Provision 52.215-1 provides regulatory guidance concerning the timeliness of bids or proposals. Offerors should read this provision before determining which method of transmittal is appropriate.

(b) Clearly indicate the solicitation number and the closing time and date on the outside of the package containing the offer.

(c) Offerors are cautioned that certain prior approval procedures (e.g., visitor's pass, badging, etc.) must be followed to gain access to the Naval Station Newport. These procedures may cause time delays and are considered part of the responsibility of the offeror.

L3 PRE-AWARD POINT OF CONTACT

The Contract Negotiator assists the Contracting Officer, and is responsible for negotiation of the contract during the pre-award phase. The Contract Negotiator is the preferred point of contact for questions and problem reporting, and should be contacted first for all pre-award matters. The contract negotiator is identified in Block 7 of the SF 1447.

L4 FACSIMILE PROPOSALS AND BIDS NOT AUTHORIZED

Facsimile proposals (bids) are not authorized for this acquisition. "Facsimile proposal (bid)," as used in this solicitation, means a proposal (bid), modification of a proposal (bid), or withdrawal of a proposal (bid) that is transmitted to and received by the Government via electronic equipment that communicates and reproduces both printed and handwritten material.

L5 REQUIREMENTS FOR OFFEROR COMPLETION (APR 2002)

Certain sections of this solicitation require the offeror to provide information. The list that follows indicates the clauses, provisions and attachments that require offeror completion and that may be included in this solicitation. Offerors should review the solicitation carefully and insert relevant data wherever required.

Section A - Forms. SF1447 (Solicitation/Contract). Blocks 11, 13, 15, 21, 22, 27 and the back of the form.

Section B - Supplies/Services and Prices. Clauses B10 through B20

Section F - Deliveries or Performance. Clauses F10 through F17, F40, F11-8, F11-9, F47-33, and F47-60

Section G - Contract Administration Data. Clauses G12, G14, and G15

Section H - Special Contract Requirements. Clause H51

Section I - Contract Clauses. Clauses I08-000, I09-1, I16-2, I16-3, I16-001, I22-48, I23-3, I23-9A, and I23-001

Section K - Representations, Certifications, and Other Statements of Offeror.

All required certifications and representations

Section L - Instructions, Conditions, and Notices to Offerors. Clauses L10, L43, and L14-21A

Section M - Evaluation Factors for Award. Clauses M20, M21, M47-51, M47-51A, M47-51B, and M47-51C

Section J - Attachments. Numbers 2, 8, 10, and 12

L7 NOTICE TO SUBMIT A SUBCONTRACTING PLAN FOR SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERNS

- (a) The contractor shall, in accordance with the provisions of FAR 52.219-9, submit a subcontracting plan for small business and small disadvantaged business concerns to the PCO with an informational copy provided to the ACO.
- (b) For offers pursuant to a solicitation, the subcontracting plan shall be submitted as part of the Cost Proposal.
- (c) For Letter contracts, the subcontracting plan shall be submitted by the date on which the contractor submits a priced proposal for definitization.

L9 AVAILABILITY OF REQUIRED FORMS AND PUBLICATIONS

(a) Offerors will need a variety of required Government forms and publications in submitting offers and performing the contract. These are available as specified below; payment may be necessary.

(1) Forms listed in FAR Section 53 (Standard Forms and Optional Forms) are available per FAR 53.107(b) from the Superintendent of Documents, GPO, Washington, DC 20402. This is the best source of all Federal, non-DoD publications and documents.

(2) Forms listed in DFARS Section 53 (DD Forms) are available from the same activity as specifications (See Section L, FAR 52.211-2). This is the best source of DoD publications and documents.

- (3) Forms may also be available through the offeror's cognizant Administrative Contracting Officer.
- (4) In addition to Government sources, items may be available from public libraries and commercial sources.
- (b) All NUWC Division, Newport specific forms are attached; see Section J.

L16 SUBMISSION OF COST OR PRICING DATA (AUG 2000)

- (a) It is expected that this contract will be awarded based upon a determination that there is adequate price competition; therefore, the offeror is not required to submit certified cost or pricing data with its proposal.
- (b) If, prior to contract award, the Contracting Officer determines that adequate price competition does not exist in accordance with FAR 15.403-1(c)(1), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

L30 PROPOSAL SUBMISSION - GENERAL REQUIREMENTS (APR 2003)

- (a) Offerors must respond to all requirements of the solicitation document. Submit proposals to the address indicated in block 7 of the SF1447.
- (b) Proposal Format. This section specifies the format that offerors shall use in submitting proposals in response to this solicitation. The intent is to provide a certain degree of uniformity in the format of the proposals to ensure a complete, fair and efficient evaluation.

- (1) Partition. Offerors are required to submit their proposals in separate parts as follows:

- (i) Letter of Transmittal, if any
- (ii) Original plus 2 copies of the signed solicitation document with all the required fill-ins completed. Staple this document together for submittal. ***Do not alter or punch holes in the solicitation document.***
- (iii) Volume I - Technical Proposal - Include all data and information required for evaluation as set forth in the provision entitled, "Technical Proposal". Exclude any reference to the pricing aspects of the offer.
- (iv) Volume II - Cost/Price Proposal - Include all data and information required for evaluation as set forth in the provision entitled, "Cost Proposal".
- (v) Page Limits and Copies.

<u>Volume</u>	<u>Maximum Number of Pages</u>	<u>Copies Required</u>
Volume I - Technical	<u>10</u>	Original plus 2 copies
Volume II - Cost	<i>No Limit</i>	Original plus 1 copy

Important Note: Offerors shall not include CLASSIFIED material in the volumes.

- (2) General Format and Markings.

- (i) The text of the proposal shall be printed single sided on 8 1/2 by 11 inch paper. Pages shall be consecutively numbered. Type size shall be 10 point "Times" font or equivalent, uncompressed and unreduced. Text shall be single-spaced with margins of at least one inch on all sides. Foldout pages up to 11 x 17 inches may be used for diagrams, charts or graphic material with type size(s) left to the discretion of the offeror.
- (ii) Provide a Table of Contents in sufficient detail so that the important proposal elements can be easily located. The use of tabs and dividers is encouraged. The proposal Title Page will include all information required in (iii) below plus identification of copies bearing original authorizing signatures.
- (iii) The Cost and Technical volumes shall be in standard three-ring loose-leaf binders that can be easily opened and closed. Binders shall be marked as follows:
- Proposal Title
 - Proposal Category (Technical or Cost)
 - Volume number
 - Security classification (Unclassified only)

- RFP number
- Name and address of the offeror
- Serial number/copy number

(iv) Subcontractor data submitted directly to the Government in support of the prime offeror's cost proposal shall follow the format described above. Subcontractor submittals shall prominently identify the prime offeror.

(c) Style.

- (1) Submit a proposal that clearly and concisely describes and defines the contractor's response to the requirements contained in the solicitation. General or vague statements such as "standard procedures will be used" or "good engineering practices" will not satisfy this requirement.
- (2) Do not elaborate unnecessarily or provide other presentations beyond that sufficient to present a complete and effective proposal. Elaborate artwork, expensive paper or bindings, and expensive visual or other presentation aids are neither necessary nor desired. Either of these may be construed as an indication of a lack of understanding or cost consciousness.
- (3) Do not repeat information required in the responses in two or more proposal data requirements. Include detailed information in the area of the proposal where it contributes most critically. In other areas where a repeat discussion is necessary, provide a reference to the detailed discussion location.
- (4) Provide all pertinent information in sufficient detail to permit evaluation of the proposal. Provide cross-references so that the Government can trace the various related discussions.

L31 TECHNICAL PROPOSAL (AUG 2001)

(a) Organization. In the Technical Proposal provide information and documentation in sufficient detail to clearly identify your overall qualifications. Divide the proposal into the following sections, in the order listed.

- Technical Approach
- Management Approach
- Past Performance

(b) Technical Approach.

- (1) Demonstrate general understanding of the hardware line items to be manufactured, tested and assembled, and a plausible means of performance.

(c) Management Approach.

- (1) A "Make or Buy" plan covering all items.
- (2) Demonstrate that subcontractors can meet the drawing requirements.
- (3) Show internal systems for monitoring schedule and quality (Prime and Sub).
- (4) A quality system which meets MIL-I-45208 or ISO 9001 requirements; methods of identifying drawing non-conformances, preparation of waivers, deviations and CDRL data items to meet Government requirements.
- (5) A production schedule which covers critical events for a nine (9) month refurbishment turn around time.

(d) Past Performance. In a separate attachment, provide information relative to past performance.

- (1) Provide a list of all (maximum of 10) contracts and subcontracts with a value exceeding \$100,000 that are currently in process or have been completed during the past two years. If the maximum is exceeded, list the 10 most current actions. Contracts listed shall include those entered into with Federal, state or local governments as well as commercial customers. Offerors that are newly formed entities without prior contracts should list contracts and subcontracts as required above for all key personnel. Include the following information for each contract and subcontract:

- Contract Title
- Date of Award
- Name of contracting activity or commercial firm
- Contract number

- Contract type
 - Total contract value
 - Brief narrative (less than 20 lines) describing your involvement in the effort, complexity, objectives achieved, and types of personnel who performed under the contract. List ships or military systems involved, if any. List major subcontractors.
 - Procuring Contracting Officer* and telephone
 - Administrative Contracting Officer*, if different, and telephone
 - Government Program Manager* or COR, and telephone
- *Or non-Government official with similar duties or rank

(2) Describe any quality awards or certifications that indicate the offeror possesses a high-quality process for developing and producing the product or service required. Such awards or certifications include, for example, the Malcolm Baldrige Quality Award, the automobile industry's QS 9000, Sematech's SSQA, or ANSI/EIA-599. Identify what segment of the company (one division or the entire company) received the award or certification and when it was received. If the award or certification is over three years old, present evidence that the qualifications still apply.

(3) Provide similar past performance data for major subcontractors (those performing more than 25% of the effort).

(4) *This paragraph does not apply if the solicitation is conducted under the 8(a) program, or is set-aside for small business concerns. In addition, it applies only if the first two digits of the NAICS Code of this solicitation are 31, 32, 33, 54, 56, 61, or 62.* The Government will evaluate the participation of Small Disadvantaged Business (SDB) concerns in the contract. In order to receive credit for the participation of SDB concerns in the contract, the offeror must provide, with its offer, targets, expressed as dollars and percentages of total contract value, for SDB participation. The targets may provide for participation by a prime contractor, joint venture partner, teaming arrangement member, or subcontractor; however, the targets for subcontractors must be listed separately. The offeror must provide copies of the latest DD294 submitted under the 5 most recent contracts that have an applicable Small Business Subcontracting Plan. Credit under this provision is not available to an SDB concern that qualifies for a price evaluation adjustment under the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, unless the SDB concern specifically waives the price evaluation adjustment.

L40 COST PROPOSAL (JAN 2001)

(a) Content of Cost Proposal (Volume II). Offerors shall submit with their cost proposal a completed Cost Summary Sheet, Attachment #10. The offeror should trace cost data from the supporting data and calculations to the Cost Summary Sheet. The offeror shall supply the most currently available rates for direct labor, overhead, general and administrative expense, and any other factors used in developing the proposal. The offeror shall submit any information reasonably required to explain the estimating process, including:

- (1) The judgmental factors applied and the mathematical or other methods used in the estimate;
- (2) Any contingencies used by the offeror in the cost proposal; and
- (3) A copy and/or pertinent excerpts of the offeror's personnel policies pertaining to compensation plan(s) for professional employees including performance appraisal and salary administration procedures, salary grades and ranges, summary of basic benefit programs and relocation policies (See 52.222-46, Evaluation of Compensation for Professional Employees).

Note: In determining a cost realism position for each offeror the Government will use any and all available information.

(b) Labor Costs. Provide full justification for all proposed direct labor rates (unburdened). Provide the current actual hourly wage rate for each key person proposed. Identify the date as of which the actual wage rate is current. If proposed direct labor rates vary from actual wages of key personnel, explain the basis for those rates. Trace proposed direct labor rates to proposed individual personnel.

- (1) Traceability is required for the Government to determine the cost realism of the offeror's direct labor costs. Normally the Government determines realistic direct labor costs using actual individual wages for key personnel (unless the offeror invoices category averages) and category average rates for non-key personnel.
- (2) Offerors must support any proposed escalation factor with convincing rationale: factual data (including actual direct labor rates for at least three years) and complete supporting data and rationale for out-year escalation projections. In the absence of convincing rationale, the Government will use the current Data Resources Inc. (DRI) recommendation for Professional and Technical Workers in evaluating the offer.

(c) Indirect Costs.

- (1) Offerors shall provide data on all indirect rates proposed including beginning and end date of the period covered by the rate and composite rate calculations, if any. Identify clearly the bases to which the rates are applied.
- (2) Section B provides a breakout of man-hours by labor category anticipated to be spent at Contractor and Government Sites. Section H identifies office space (if any) at NUWCDIVNPT intended for use by contractor personnel on a long term basis. Offerors which have developed "Off-Site" (Government Site) rates applicable to such circumstances, may apply these rates to the labor costs of appropriate personnel. Other labor costs should be burdened with "On-Site" (Contractor Site) rates.

(d) Material.

- (1) Offerors will use the following estimates (plus applicable indirect costs) for material and travel costs. These are total cost estimates for the entire contract. For further definition of costs, see the Statement of Work and the clause in Section H entitled "Travel Costs and Responsibilities". Offerors are required to distribute these sums among subcontractors consistent with their technical proposal. Whenever a subcontractor proposes material costs, the subcontractor must fully burden such costs and these costs must be added to the material estimate. Subcontractor proposals shall include a complete listing of all costs other than labor which are charged direct by their company exclusive of travel costs and purchased material which is incorporated into a deliverable item.
- (2) Offerors shall include a Material estimate of \$0, that includes only those items of purchased material which are incorporated into a deliverable product. Offerors shall provide with their cost proposal a complete listing of all items charged direct other than labor. Each offeror shall provide an estimate of the costs applicable to this procurement for each of the items charged direct and a rationale for each. Any category of direct charge which is listed but for which no costs are estimated must include a scenario under which those costs might be incurred under the proposed contract as well as the rationale for not estimating a cost.
- (3) Offerors shall include a Travel estimate of \$0, that includes travel and subsistence for work at alternative work sites as designated in individual orders under the contract and for allowable local travel per the JTR.
- (4) The Government's Cost Realism evaluation of these costs may alter the additional costs on the basis of more accurate rate data or a Government Analysis and Estimate of the appropriate added costs. Any such alteration in the evaluated contract pricing will not, however, be reflected in the contract award.
- (5) Any offeror having an accounting system which includes, within overhead or G & A, the cost elements of material and travel/subsistence shall specifically state this fact in the cost proposal. This will preclude these costs from being unduly considered in the Government's cost evaluation.
- (6) Subcontracts regardless of dollar value shall be adequately documented to facilitate a determination of cost reasonableness using a Cost Summary Sheet. All requirements for the prime contract cost proposal shall be met by the subcontractor as well. Note that compensation for labor paid to any individual who is not a bona fide employee of the offeror is a subcontract.

L46 ELECTRONIC SUBMISSION OF COST DATA (APR 2002)

- (a) In addition to the requirements for hard copy proposals, offerors are encouraged to provide a summary of their cost proposal on electronic media using the NUWC Division, Newport Cost Analysis Spreadsheet. This will allow more rapid and accurate cost evaluations, diminishing the time between closing and award.

(b) The NUWC Division, Newport Cost Analysis Spreadsheet is a Microsoft EXCEL 97 Workbook. The file is available for download on the Internet at <http://www.npt.nuwc.navy.mil/contract/POC/analyst.asp> or will be furnished upon request. Requests may be faxed to 401-832-4820 or sent to: Commercial Acquisition Department, Building 11; Naval Undersea Warfare Center Division, Newport; Code 591 (P. Simone), Simonpietri Drive; Newport, RI 02841-1708.

(c) Electronic submission, if prepared, should be included with the offeror's proposal. Cost data may be submitted on other similar programs, but all files must be readable by Microsoft EXCEL 97 without loss of accuracy. Mark submittals with contractor name and RFP number. Submittals should be free of viruses and data unrelated to the proposal. Submittals will not be returned. Subcontractor submittals are encouraged, and may be sent directly to NUWC Division, Newport. Offerors whose cost accounting system does not easily reconcile with the NUWC Division, Newport Cost Analysis Spreadsheet may submit a variant that represents their system.

(d) The Government will limit data access with strict adherence to FAR 15.207.

(e) The Government will compare the electronic data with the data in the proposal; differences will be noted in negotiations. Written data submitted in the proposal shall take precedence over electronic data.

**L15-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (FAR 52.215-1)
(JAN 2004)**

(a) *Definitions.* As used in this provision--

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing", "writing" or "written" means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) *Submission, modification, revision, and withdrawal of proposals.*

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages

(i) addressed to the office specified in the solicitation, and

(ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) *Submission, modification, revision, and withdrawal of proposals.*

(i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and –

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part-- for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

- (2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) *Contract award.*

- (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.
- (2) The Government may reject any or all proposals if such action is in the Government's interest.
- (3) The Government may waive informalities and minor irregularities in proposals received.
- (4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.
- (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.
- (6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.
- (7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
- (8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.
- (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- (10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
- (11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:
 - (i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
 - (ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
 - (iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
 - (iv) A summary of the rationale for award.
 - (v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

L15-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (FAR 52.215-20) (OCT 1997)

[Note: Alternate II is applicable if checked.]

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include --

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with other provisions in Section L of this solicitation.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

Alternate II (Oct 1997)

___ (c) When the proposal is submitted, also submit one copy each to: (1) the cognizant Administrative Contracting Officer, and (2) the cognizant Contract Auditor.

L16-1 TYPE OF CONTRACT (FAR 52.216-1) (APR 1984)

The Government contemplates award of a Cost Plus Fixed Fee contract resulting from this solicitation.

L33-2 SERVICE OF PROTEST (FAR 52.233-2) (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the issuing office indicated in Block 7 of the SF 1447.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L52-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <http://www.arnet.gov/far/>

SECTION M EVALUATION FACTORS FOR AWARD

The following solicitation provisions are hereby incorporated by reference:

<u>Number</u>	<u>Title</u>	<u>Date</u>
52.217-5	EVALUATION OF OPTIONS	(JUL 1990)

M10 SINGLE AWARD

Due to the interrelationship of supplies and/or services to be provided hereunder, the Government intends to make a single award. The Government reserves the right to make a single award to the offeror whose offer is considered to be in the best interest of the Government, price and other factors considered.

M32 EVALUATION FOR AWARD - BEST VALUE (JUL 2001)

(a) Award will be made to the responsible offeror whose proposal contains the combination of those criteria offering the best overall value to the Government. This will be determined by comparing the difference in value of technical (non-cost) features of proposals with the difference in the cost to the Government. Offers will be evaluated on two evaluation factors, **TECHNICAL CAPABILITY** and **COST**.

(1) TECHNICAL CAPABILITY SUBFACTORS

- (i) Technical Approach
- (ii) Management Approach
- (iii) Past Performance

(2) The Technical Capability Subfactors listed above are in descending order of importance with subfactor (iii) being slightly more important than subfactor (ii), which is more than twice as important as subfactor (i).

(b) Technical Capability is significantly more important than Cost. Although Cost is the less important evaluation factor, it is important and will be seriously considered. The degree of its importance will increase with the degree of equality of the proposals in relation to Technical Capability, or when it is so significantly high as to diminish the value of the technical superiority to the Government.

(c) Technical Capability. The Government will evaluate proposals to assess each offeror's ability to accomplish the technical requirements described herein. Offers will be rated in each subfactor.

(1) Past Performance. Past performance will be evaluated as an indicator of the offeror's expected future performance. The currency and relevance of the information, source of the information, context of the data, and general trends in contractor's performance are representative of the types of data that may be considered. The Government may contact points of contact listed in the offeror's proposal for the purpose of obtaining additional past performance information. The number of contacts, if any, will be determined by the Government at its discretion. Selection of contacts may be random.

(i) The Government may consider information concerning the offeror's past performance that is not contained in the proposal. This may include information furnished by points of contact not named in the proposal or information from other sources such as commercial rating services.

(ii) In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror will not be evaluated favorably or unfavorably on past performance.

(2) Management Approach. Management Approach will be evaluated based on the offeror's approach to accomplishing the efforts described in the technical approach and efficient use of resources in accordance with the factors listed in L31.

(3) Technical Approach. Technical Approach will be evaluated based on the offeror's demonstrated general understanding of the hardware line items to be manufactured, tested and assembled, and a plausible means of performance.

(d) Cost. The Government will evaluate proposed costs by performing a cost realism analysis as described in FAR 15.404-1(d). Material costs will be evaluated using the amounts shown in paragraph (d) of the provision in Section L entitled, Cost Proposal, plus applicable indirect costs.

(e) *This paragraph does not apply if the solicitation is conducted under the 8(a) program, or is set-aside for small business concerns. In addition, it applies only if the first two digits of the NAICS Code of this solicitation are 31, 32, 33, 54, 56, 61, or 62.* The Government will evaluate the participation of Small Disadvantaged Business (SDB) concerns in the contract. The Government may consider:

- (1) The extent to which SDB concerns are specifically identified;
- (2) The extent of commitment to use SDB concerns;
- (3) The complexity and variety of the work SDB concerns are to perform;
- (4) The realism of the proposal;
- (5) Past performance of offerors in complying with subcontracting plan goals for SDB concerns and monetary targets for SDB participation; and
- (6) The extent of participation of SDB concerns in terms of the value of the total acquisition.

Form Approved
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 220 hours per response, including the time for reviewing instructions searching existing data sources gathering and maintaining the data needed and completing the reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information including suggestions for reducing this burden, to Department of Defense, Washington DC, Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302 and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing contracting Officer for the Contract/PR No. Listed in Block E.

D. SYSTEM/ITEM	E. CONTRACT/PR NO. N66604-3352-025H	F. CONTRACTOR
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17. PRICE GROUP
18. ESTIMATED TOTAL PRICE
\$0

18. ESTIMATED TOTAL PRICE	\$0
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\$0

\$0

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE \$0

18. ESTIMATED TOTAL PRICE \$0
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\$0	
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\$0	
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\$0	
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(2 Data Items)

Public reporting burden for this collection of information is estimated to average 220 hours per response, including the time for reviewing instructions searching existing data sources gathering and maintaining the data needed and completing the reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information including suggestions for reducing this burden, to Department of Defense, Washington DC, Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302 and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing contracting Officer for the Contract/PR No. Listed in Block E.

D. SYSTEM/ITEM	E. CONTRACT/PR NO. N66604-3352-025H	F. CONTRACTOR
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17. PRICE GROUP

18. ESTIMATED TOTAL PRICE	
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\$0

17. PRICE GROUP

18. ESTIMATED TOTAL PRICE	
------------------------------	--

\$0

DD Form 1423-2, JUN 90
1059/183

Attachment

Block 9: The following information is specifically included in amplification of the Block 9 Distribution Statement selected:

Distribution Statement paragraphs are in addition to CLASSIFICATION markings of the data.

Distribution Statement D - Distribution authorized to DoD and DoD contractors only; Critical Technology, (12-18-2003). Other requests shall be referred to NUWC Division Newport, RI (Code 4123) or higher DOD authority.

WARNING - This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C. Sec. 2751 et seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C., App 2401 et seq. Violations of these export laws are subject to severe criminal penalties. Disseminate in accordance with provision of DoD Directive 5230.25.

STATEMENT OF WORK

Mk 19 Mod 1 Turbine Pump Ejection System SUBSAFE

1.0 Background

The contractor is to disassemble, inspect and reassemble two (2) MK 19 Mod 1 TPES, in accordance with Naval Undersea Warfare Center Division Newport (NAVUNSEAWARCENDIV NEWPORT) Technical Memorandum (TM) 932035-1. The TPES is integral with the pressure boundary of the submarine and is part of the Submarine Safety (SUBSAFE) boundary.

1.1 Requirements and Delivery Schedule

The contractor shall provide NAVUNSEAWARCENDIV NEWPORT with two (2) refurbished MK 19 Mod 1 TPES. The contractor shall incorporate Engineering Change Proposal (ECP) 833-95-028. Refurbishment shall be accomplished in accordance with NAVUNSEAWARCENDIV NEWPORT TM 932035-1 with the following exceptions:

- a. page 3-11, impeller, note 9; re-balancing is not required if the impeller has not sustained any damage and has not been reworked or repaired
- b. page 3-11, face seal, note 1; The contractor shall machine the face seal housing to decrease the inside diameter for the graphite insert groove from 6.770" +/- .010" to 6.710" +/- .005". The contractor shall provide a .062" to .073" diametrical clearance between the inside diameter of the graphite insert and the inside diameter of the graphite insert groove
- c. page 3-12, mate ring, note 2; the contractor may machine the mate ring to a maximum of .010" below the minimum thickness dimensions in an attempt to remove liquid penetrant indications without prior NAVUNSEAWARCENDIV NEWPORT approval
- d. page 3-17, turbine inlet housing assembly, note 4; hydrostatic testing is not required if the turbine inlet housing passes initial liquid penetrant inspection
- e. page 3-26, turbine inlet flange, note 6; hydrostatic testing is not required if the turbine inlet flange passes initial liquid penetrant inspection

NAVUNSEAWARCENDIV NEWPORT will provide the mandatory replacement parts identified in Table 3-1 as Government Furnished Property.

The contractor shall also provide the following data information to NAVUNSEAWARCENDIV NEWPORT in accordance with the schedules provided in the associated paragraphs:

<u>Deliverable Data</u>	<u>Paragraph</u>
Nondestructive test procedures	4.1
Hydrostatic test procedures	4.2
Nondestructive test reports	5.1
Hydrostatic test reports	5.2
Waivers and deviations	6.0
Mercury-free certification	7.0
Detailed inspection plan	8.0

Contractor's Quality / Inspection System

- A. The Contractor shall provide and maintain an effective quality system acceptable to the Government covering the supplies furnished hereunder:
 - 1. a current written description of the quality system shall be submitted for review
 - 2. the quality system must comply with the requirements of ISO 9002 at a minimum
 - 3. the contractor shall identify the quality standard used to develop their quality system
- B. the Quality / Inspection System shall also include the following
 - 1. controls to assure sub-contractors comply with the requirements of ISO 9002
 - (a) Controls to assure that the certification data requirements of this contract are delegated to all sub-contractors
 - 2. Control of SUBSAFE, Level I material
 - 3. Controlled Material Identification and Traceability
 - 4. Control of Inspection Measuring and Test Equipment Calibration in accordance with the requirements of ANSI/NCSL Z540-1 or ISO 10012-1

The Contractor shall develop and maintain the following records

- A. A qualification summary sheet that shall summarize and correlate all of the Objective Quality Evidence to support product quality. Certification summary sheet blanks, used by the contractor, will be supplied by the contractor.
- B. A documented list of all material used in each finished and delivered assembly
- C. Records for each assembly, component, delivered item shall identify the calibration dates and calibration dates for inspection, measuring, and test equipment used during verifications, inspections, and/or tests.

- D. Records shall be submitted to the Government in accordance with CDRL A010.

Control of Government Furnished Material (GFM)

- A. Material shall be received accompanied by Non-Nuclear Material Control Tag, QA-2
- B. Upon receipt of material, contractor shall inventory material
- C. Material traceability must be maintained at all times from material to the Material Control Tag.

SUBSAFE Non-Metallics

- A. The contractor shall submit the following certification data
 - 1. SUBSAFE assemblies with non-metallics within the SUBSAFE boundary and joints shall be identified and controlled in accordance with applicable specifications and drawings.
 - 2. A Certificate of Compliance (C of C) for the Non-Metallic Material on the manufacturers letterhead.

SUBSAFE Identification

- A. The contractor shall contact NSWCCD Code 9613 in writing after award of contract for rubber stamp, which will be provided, to the contractor for use under this contract. The contractor may use a computer-generated facsimile instead of the stamp. A sample FACSIMILE will be provided if requested.
 - 1. Stamps: The NSWCCD SUBSAFE/Level I Material stamp shall be applied to the following Objective Quality Evidence Reports. The contract shall fill in all applicable information. The contractor may place the stamp on the front or back of the OQE as long as it does not obscure any data.
 - New material test reports
 - Hydrostatic test reports
 - NDT test reports
 - Non-Metallic C of CThe contractor's Carbon Insert Work Instruction
- B. The Contractor shall mark containers for SUBSAFE/ Level I equipment with "SUBSAFE/Level I" on sides and front.

2.0 Applicable Documents

NAVSEA drawing 5829223, Revision J, Pump, Turbine Ejection System
- Mk 19 Mod 1

NAVSEA drawing 5829224, Revision B, Hydrostatic Test Procedure

NAVUNSEAWARCENDIV NEWPORT TM 932035-1, dated 16 March 1993,
Turbine Pump Ejection System (TPES) Mk 19 Mod 0 and Mod 1
Disassembly, Inspection, and Reassembly Procedures

T9074-AS-GIB-010-271 with Change Notice 1, dated 16 Feb 1999,
Requirements for Nondestructive Testing Methods

NAVSEA 0948-LP-045-7010, Material Identification and Control
Standard (MIC) Volume I and II. (Not required by contractor)

MIL-STD-2035, Rev A, dated 15 May 1995, (Superseding NAVSEA 0900-
LP-003-8000), Nondestructive Testing Acceptance Criteria.

SAE AMS 2644, Rev D, dated Nov 2003, Material Inspection
Penetrants

MIL-HDBK-61A, dated 7 Feb 2001, Configuration Management.

3.0 Traceability

For all SUBSAFE of MIC Level I parts drawing notes require traceability from the original heat of raw material used, through all subsequent thermal processing, to the finished machined or refurbished part. The requirements of NAVSEA 0948-LP-045-7010, Volumes I and II are applicable and have been extracted and included in this document. NAVSEA 0948-LP-045-7010, Volumes I and II documents are therefore not required at the contractor's level.

The contractor shall notify the Naval Surface Warfare Center, Carderock Division, Naval Ship Systems Engineering Station (NSWCCD-SSES), Code 9613, Mr. Jack Fleming, Commercial (215) 897-7612, Philadelphia, PA 19112-5083, after award via the local Defense Contract Management Command (DCMC). This shall be done immediately after award in order for NSWCCD-SSES to provide guidelines as related to certification of parts, coordination of material verification effort, and review of test, inspection, certification, and supporting data.

The contractor shall perform all required manufacturing processes and supply all Objective Quality Evidence (OQE) to NAVUNSEAWARCENDIV NEWPORT and NSWCCD-SSES. The MIC designator number identified by NAVSEA 0948-LP-045-7010 and other markings on the dynamic seal assemblies shall not be removed during the refurbishment process.

4.0 Documentation Approval Process

For all SUBSAFE of MIC Level I parts drawing notes require penetrant inspection by the Contractor. Written process technique sheets that describe the methods to accomplish these requirements are required to be submitted for review to and approval by NSWCCD-SSES prior to use. Once approved, the Contractor shall control and re-submit revisions to these documents to NSWCCD-SSES prior to release of the changes for use. All submittal documents must reference the contract number and the NAVSEA drawing numbers on which the procedures will be performed.

4.1 Nondestructive Test Procedure Submittal

The Contractor shall submit procedures for performing NDT in accordance with CDRL A001. The format of the test procedure shall conform to the requirements of the NDT specification T9074-AS-GIB-010-271. The procedures must be qualified by the Contractor prior to submittal per paragraph 1.7.2 of T9074-AS-GIB-010-271. Objective evidence of the procedure qualification is to be made available to NSWCCD-SSES.

4.2 Leak Testing Procedure Submittal

The contractor shall be responsible for leak testing the MK 19 Mod 1 TPES in accordance with NAVSEA drawing 5829224. The procedures shall be submitted for approval in accordance with CDRL A002. The testing procedures shall contain the information specified in paragraph 4.0 and the following minimum information:

1. The test arrangement and procedures
2. Test events
3. Instrumentation descriptions
4. Typical data sheets

5.0 Certification Test Report Submittal

The test results obtained from the approved processes, defined in Section 4.0 above, form a part of the OQE required to be submitted. These certified test results must meet the requirements stated below and are to include the qualification certification of personnel performing the tests. The personnel qualification must meet the minimum requirements of the imposed specification. Failure to submit the personnel qualification certification with the certified test results will result in rejection of the documentation. All submittal documents must reference the contract number and the NAVSEA drawing numbers.

5.1 Nondestructive Test Certification Report

The Contractor shall prepare a certification test report for each NDT performed. This certification forms the OQE of the results of the testing performed. The certification report shall contain the information specified in paragraph 5.0 and the following minimum information:

1. The contractor assigned serial number
2. The type of penetrant materials used
3. A specific statement of compliance and acceptance to the applicable drawing specification
4. The signature, typed name and title, certification number, and expiration date of the qualified personnel certified to accept the results of the test

The acceptance criteria for the penetrant inspection shall be in accordance with MIL-STD-2035. The Contractor shall submit the certification report in accordance with CDRL A003. T9074-AS-GIB-010-271 Group III and IV materials have been superseded by MIL-I-25135 Type I, Levels 1, 2, 3, or 4 Method A materials.

5.2 Leak Testing Procedure Report

The Contractor shall submit certification test reports for leak testing performed. The test reports shall be prepared in accordance with CDRL A004 and shall contain the information specified in paragraph 5.0 and the following minimum information:

1. Test arrangement and procedure
2. Test events
3. Instrumentation descriptions and calibration dates
4. Measured data
5. Effects, results and observations
6. The contractor assigned serial number.
7. A specific statement of compliance and acceptance to the applicable drawing specification.

8. The signature, typed name and title, certification number, and expiration date of the qualified personnel certified to accept the results the test.

6.0 Request for Waivers and Deviations

Requests for waivers and deviations on non-conformances, if required, shall be prepared in accordance with MIL-HDBK-61A and CDRL A005 or A006.

7.0 Mercury Free Certification Report

Materials furnished under this contract shall not contain any functional mercury. Functional mercury is elemental mercury or mercury compound required for proper operation of an item or, without the presence of which, the item would fail to function properly. The presence of "functional mercury" will be cause for rejection of the material. The materials furnished under this contract shall also require protection from external contamination by elemental mercury or mercury compounds. Mercury contamination from any source shall be cause for rejection of the item.

Parts furnished under this contract shall have a certification of conformance to the requirements of this section. The certification shall be delivered with the finished product in accordance with CDRL A007 and shall contain a conformance statement stating that no mercury contamination exists in this product and that no mercury contamination has occurred during manufacturing processes. The certification shall be signed by an authorized company representative and shall contain the part drawing number, serial number, and the contract number. Materials furnished under this contract shall be subject to NAVUNSEAWARCENDIV NEWPORT clause C30 "Exclusion of Mercury - Clause A".

8.0 Mandatory Inspection and Detailed Inspection Plans

The MK 19 Mod 1 TPES requires source inspection, which requires the contractor to generate a detail inspection plan. Final acceptance of this part will be at source by DCMC.

The contractor shall develop an inspection plan that will include 100 percent inspection of all characteristics and the results recorded for each characteristic. If the characteristic is dimensional, the actual resulting value of each inspection, and the serial number of the gage used, is to be recorded on the inspection plan. If the characteristic is a process, the process must be witnessed or OQE must be available to verify the

performance of the process. The detailed inspection plan shall indicate when a process is either witnessed or verified through OQE. Source inspection shall be witnessed or verified by local DCMC quality assurance representative. A copy of the inspection plan shall be delivered in accordance with CDRL A008.

9.0 SUBSAFE Material Control

The contractor shall have an effective material traceability system in operation. Upon receipt of traceable SUBSAFE material at the contractor, the contractor shall establish an appropriate hold point for source inspection before release of the material for process. The material shall remain at this hold point until released by DCMC. SUBSAFE material, undergoing receipt inspection, or such material in storage, or being worked shall be segregated from non-SUBSAFE material to prevent commingling and unauthorized use. Segregation may be accomplished by use of separate cages, racks, bins, shelves, boxes, or roped off areas that are distinctly marked for SUBSAFE material. Segregation shall be maintained throughout each process of manufacturing and testing until the point of shipment.

10.0 Progress Reports

The contractor shall deliver a monthly progress and financial report IAW CDRL A009.

ADDITIONAL CONTRACT INFORMATION

1. Inspection and Acceptance Shall Be At Source by DCMC.
2. Delivery Of Part Shall Be F.O.B. Destination.
3. Required delivery for the first MK 19 Mod 1 TPES is 1 Feb 2005. The remaining systems shall be delivered at a rate of one (1) per month thereafter
4. There is No Travel Anticipated with This Order.
5. Copies of Contract Should Be Provided To NAVSEA, CODE 05ZW, NAVUNSEAWARCENDIV NEWPORT, CODE 4123, AND NSWCCD-SSES, CODE 9613.

NUWC GOVERNMENT FURNISHED PROPERTY CERTIFICATION REPORT

(to be provided with procurement request)

Requisition Number: N66604-3352-025H
Industrial Plant Equipment \$
Other Plant Equipment: \$
Special Tooling: \$
Special test Equipment: \$

(NOTE: Figures are to be provided in acquisition cost or market value terms as appropriate. For each category, attach a list, in the format of the attached sample, describing each item, which makes up the total in each of the above categories. Identical items may be grouped as long as the quantity is clearly indicated)

CERTIFICATION

I certify that the listed government furnished property (GFP) identified in this contractual document has been personally reviewed and concurred in, with complete knowledge, and understood that providing any GFP to as contractor is an exception to established DOD and NUWC policy. I further certify that if the GPI is classified as industrial facilities, private financing of the industrial facilities was sought but was not available or that private financing was determined not advantageous to the government, and that this Defense contract cannot be accomplished without government owned industrial facilities being provided.

Signature _____ Date: _____
(COTR on "D" type contracts)
(Project /Program Manager on all others)

Signature _____ Date: _____
Contracting Official
(Level above the Contracting Officer)

(NOTE: Certification is required each time a time decision is made to provide new or existing government property, except for contracts awarded under the commercial Activities Program. The original of this certification must be included in the contract file and a copy retained by the NUWC GFP Coordinator (Code 593).

Contract Number: _____
Delivery Order Number: _____
Contractor Name: _____
(To be completed by Code 59)

GOVERNMENT PROPERTY MADE AVAILABLE

1. The following are located at NUWC or other Government sites as may be noted herein. Unless specified otherwise, access in on a non-interference and rent-free basis as scheduled with the COTR.

None.

2. The following GFE will be provided for contractor possession (use, not title):

None.

3. The following GFM will be provided for incorporation into end products:

NOMENCLATURE	PART NO.	QTY	ACQ. COST	TIME
Mk 19 Mod 1 TPES	5829223	2/4	\$750,000	15 Days after Award and 15 days after exercise of the Option.
Mandatory Replacement Parts	None	2/4	\$50,000	15 Days after Award or exercise of the Option.

SOLE SOURCE JUSTIFICATION

The services being ordered are for the inspection and refurbishment to four (4) MK 19 Mod 1 Turbine Pump Ejection Systems (TPES). United Defense LP and Flowserve are the only vendors that have been certified by SUBMEPP as a Designated Overhaul Point (DOP) for Mk 19 TPES. United Defense LP and Flowserve are the only known vendors that have the required special tooling and knowledgeable personnel. United Defense LP and Flowserve are the only known vendors that can disassemble, inspect, refurbish, and re-assemble the MK 19 TPES in the time frame required. If these services are not ordered from either United Defense LP or Flowserve, the refurbished MK 19 TPES will not be delivered to support the submarine dry-docking schedule. Failure to provide MK 19 TPES will adversely impact Royal Australian Navy operating submarine schedules.

"I certify that the above to be true to the best of my professional knowledge."

Richard J. Boehler, Code 4123

Refer to block 33
John Conti, Dept. Head Acting
Missile, Launcher & Payload Integration
Department
Code 40

URGENCY JUSTIFICATION

The services being ordered are required by the Naval Undersea Warfare Center for refurbishment of MK 19 Mod 1 TPES. NUWCDIVNPT Code 4123 currently has four (4) MK 19 Mod 1 TPES in house that require refurbishment. The Royal Australian Navy does not have any more replacement MK 19 Mod 1 TPES to support their planned six (6) year replacement schedule. It normally takes nine (9) to twelve (12) months for system refurbishment. The first MK 19 Mod 1 TPES must be delivered to NUWCDIVNPT in February 2005 to meet an in-country need date of March 2005.

It is urgently required that a contract be placed for these refurbishment services. Failure to provide refurbished MK 19 TPES on time will delay submarine undocking schedule and impact the operating schedule of deploying Royal Australian Navy submarines.

"I certify that the above to be true to the best of my professional knowledge."

Richard J. Boehler, Code 4123

Refer to Block 33
John Conti, Dept. Head Acting
Missile, Launcher & Payload Integration
Department
Code 40

SUGGESTED SOURCES

United Defense LP
163 Rochester Drive
Louisville, KY 40214-2683
Attn: Herman Miles
(502) 364-5358

Flowserve Corporation
942 Memorial Parkway
Phillipsburg, NJ 08865
Attn: Russ Shaffer
(908) 859-7359

Table 3-1. Mandatory Replacement Items

Item No.	Nomenclature	Quantity
3180989	Seal, Tube	1
5829168	Bearing, Ball – Planet Gear	6
5829169	Bearing, Ball - Carrier	2
5829170	Bearing, Ball – Rotor Shaft	2
5829186	Spring, Bearing Preload	32
5829197-1	Seal, Lip - Inner	1
5829197-2	Seal, Lip - Inner	1
5829199	Seal, Static Inflatable	1
5829202	Shim, Turbine	1
5829211	Seal, Lip - Outer	1
5829212-1	Packing, O’Ring Special	1
5829212-2	Packing, O’Ring Special	1
5829212-3	Packing, O’Ring Special	1
5829212-4	Packing, O’Ring Special	1
5829212-5	Packing, O’Ring Special	1
5829212-6	Packing, O’Ring Special	1
5829212-7	Packing, O’Ring Special	1
5829212-8	Packing, O’Ring Special	1
5829215	Screw, Pan Head	1
5829244	Shim	Varies
5944381	Screw, Set	1
M27426-3204D	Snap Ring (MIL-R-27426)	1
M27426-3237D	Retaining Ring (MIL-R-27426)	2
M5501/1-R4	Plug Protective (MIL-C-5501)	1
MS16625-3075	Internal Retaining Ring	3
MS20068-169	Key	3
MS21295-13	Screw	4
MS28775-013	Packing, Preformed	1
MS28775-156	Packing, Preformed	1
MS28775-161	Packing, Preformed	1
MS28775-166	Packing, Preformed	1
MS28775-171	Packing, Preformed	1
MS28775-172	Packing, Preformed	1
MS28775-228	Packing, Preformed	1
MS28775-271	Packing, Preformed	1
MS28775-279	Packing, Preformed	2
MS28775-365	Packing, Preformed	1
MS28775-390	Packing, Preformed	1
MS28775-467	Packing, Preformed	2
MS8778-4	Packing, Preformed	1
MS51958-11	Screw	4
MS90376	Cap, Protective	1

JA6 GOVERNMENT PROPERTY MADE AVAILABLE

(a) The following are located at NUWCDIVNPT or other Government sites as may be noted herein. Unless specified otherwise, access is on a non-interference and rent-free basis as scheduled with the COR.

- (1) LABORATORY FACILITIES: NONE
- (2) LABORATORY EQUIPMENT: NONE
- (3) OFFICE FACILITIES: NONE
- (4) OFFICE EQUIPMENT: NONE
- (5) COMPUTER FACILITIES: NONE
- (6) COMPUTER EQUIPMENT: NONE
- (7) SOFTWARE: NONE
- (8) OTHER: NONE

(b) The following GFE will be provided for contractor possession (use, not title):

<u>GFP Item No.</u>	<u>Type</u>	<u>Description</u>	<u>Quantity</u>	<u>Acq. Cost (ea.)</u>	<u>Time</u>
---------------------	-------------	--------------------	-----------------	------------------------	-------------

NONE

(c) The following GFM will be provided for incorporation into end products:

<u>Nomenclature</u>	<u>Part Number</u>	<u>Quantity</u>	<u>Acq. Cost (ea.)</u>	<u>Time</u>
Mk 19 Mod 1 TPES	5829223	4	\$750,000.00	15 days after award
Mandatory Replacement Parts	None	4	\$50,000.00	15 days after award

JA5A CERTIFICATE OF PERFORMANCE - CPFF COMPLETION EFFORTS

CONTRACTOR _____ INVOICE NUMBER _____
CONTRACT NO. _____ ORDER NO. _____
PERFORMANCE PERIOD FROM _____ TO _____

TOTAL LABOR HOURS

REGULAR HOURS

OVERTIME HOURS

(Show prime and subcontractor hours; enclose overtime authorization letter.)

<u>TRAVEL DATES</u>	<u>ORIGIN</u>	<u>DESTINATION</u>	<u>MODE OF TRANSPORTATION</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

DESCRIPTION OF SERVICES: _____ PERCENTAGE OF COMPLETION: _____ %

(Describe services in terms of the Contract/Order Statement of Work and CDRL.)

CERTIFICATION. I hereby certify that to the best of my knowledge and belief, the above services were performed as stated above, and that all labor hours and all other costs are allowable and allocable to the Contract/Order.

SIGNATURE: _____

NAME: _____
CONTRACTOR'S SENIOR TECHNICAL REPRESENTATIVE

ENDORSEMENT. I hereby certify that to the best of my knowledge and belief, the labor charges and other costs described above are appropriate and reflect the work accomplished by the contractor as required by the Contract/Order specified and that the services were performed satisfactorily.

SIGNATURE: _____

NAME: _____
CONTRACTING OFFICER'S REPRESENTATIVE

JA10 COST SUMMARY SHEETRFP No. N66604-04-R-1848

Contractor _____ () Subcontractor to _____

MATERIAL

Subcontractor	_____	\$	_____
Subcontractor	_____	\$	_____
Subcontractor	_____	\$	_____
Subcontractor	_____	\$	_____
Interdivisional Transfers	_____	\$	_____
* Travel and Subsistence	_____	\$	_____
* Other Material	_____	\$	_____
** Relocation	_____	\$	_____
** Telephone	_____	\$	_____
** Leases	_____	\$	_____
** Royalties	_____	\$	_____
** Equipment	_____	\$	_____
** Parking	_____	\$	_____
** Cost Center	_____	\$	_____
** Cost Center	_____	\$	_____
** Cost Center	_____	\$	_____
** Cost Center	_____	\$	_____
	FY _____ FY _____ FY _____ FY _____		
Material Handling Rates:	_____ % _____ % _____ % _____ %	\$	_____
		Subtotal	\$ _____

LABOR

Labor costs (no Overtime Premium)	\$	_____
Overtime Premium	\$	_____
Effective date of Labor rates	_____	
Annual Escalation Rate:	_____ %	

INDIRECT COSTS	FY _____ FY _____ FY _____ FY _____	
*** Fringe Benefits Rates:	_____ % _____ % _____ % _____ %	\$ _____
*** Overhead Rates:	_____ % _____ % _____ % _____ %	\$ _____
*** Other Indirect Rates:	_____ % _____ % _____ % _____ %	\$ _____
*** Gen. & Admin. Rates:	_____ % _____ % _____ % _____ %	\$ _____
Annual Accounting Period begins:	_____	
Other	_____	\$ _____
FCCM Treasury Rate:	_____ %	\$ _____

Cost Total	\$ _____
Fee	\$ _____
CPFF Total	\$ _____

- * Estimates from provision entitled "Cost Proposal"
 - ** See the clause in Section H entitled "Travel and Material Costs"
 - *** FY denotes Contractor's fiscal year.
- If rates are too complex to fit, provide schedule.

JA12 COMMENTS IN THE INTEREST OF COMPETITION

The Competition Advocate (CA) of the Naval Undersea Warfare Center (NUWC) Division, Newport is charged with maximizing competition for NUWCDIVNPT procurements. In pursuit of this goal, the CA seeks to ensure that all competitive solicitations are formed in such manner as to not be unduly restrictive, and to be feasibly performed by several competitors.

Parties with suggestions regarding means by which NUWCDIVNPT can increase competition are encouraged to submit letters to:

Naval Undersea Warfare Center Division, Newport
Competition Advocate, Code 59, Building 11
Simonpietri Drive
Newport, RI 02841-1708

The CA especially desires information regarding aspects of NUWCDIVNPT solicitations which have influenced firms' decisions not to propose. If suggestions relate to specific solicitations, please include relevant extracts.

Comments requested herein are for planning purposes only; parties wishing to affect current solicitations should contact the Contracting Officer.

BRS Document Viewer

WAGE DETERMINATION NO: 94-2223 REV (21) AREA: KY,LOUISVILLE

WAGE DETERMINATION NO: 94-2223 REV (21) AREA: KY,LOUISVILLE

REGISTER OF WAGE DETERMINATIONS UNDER

U.S. DEPARTMENT OF LABOR

FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL

WASHINGTON D.C. 20210

William W.Gross
DirectorDivision of
Wage DeterminationsWage Determination No.: 1994-2223
Revision No.: 21
Date Of Last Revision: 06/04/2003

States: Indiana, Kentucky

Area: Indiana Counties of Clark, Floyd, Harrison, Jefferson, Jennings, Scott
Kentucky Counties of Breckinridge, Bullitt, Edmonson, Grayson, Hardin, Hart, Henry,
Jefferson, Larue, Meade, Nelson, Oldham, Shelby, Spencer, Trimble

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE	RATE
01000 - Administrative Support and Clerical Occupations		
01011 - Accounting Clerk I		9.60
01012 - Accounting Clerk II		10.79
01013 - Accounting Clerk III		13.61
01014 - Accounting Clerk IV		16.38
01030 - Court Reporter		14.09
01050 - Dispatcher, Motor Vehicle		14.24
01060 - Document Preparation Clerk		10.19
01070 - Messenger (Courier)		8.60
01090 - Duplicating Machine Operator		9.65
01110 - Film/Tape Librarian		10.35
01115 - General Clerk I		8.42
01116 - General Clerk II		10.63
01117 - General Clerk III		11.88
01118 - General Clerk IV		14.91
01120 - Housing Referral Assistant		16.69
01131 - Key Entry Operator I		10.51
01132 - Key Entry Operator II		13.15
01191 - Order Clerk I		12.44
01192 - Order Clerk II		15.15
01261 - Personnel Assistant (Employment) I		12.83
01262 - Personnel Assistant (Employment) II		14.41
01263 - Personnel Assistant (Employment) III		15.93
01264 - Personnel Assistant (Employment) IV		18.13
01270 - Production Control Clerk		14.29
01290 - Rental Clerk		10.35
01300 - Scheduler, Maintenance		12.33
01311 - Secretary I		12.33
01312 - Secretary II		15.26
01313 - Secretary III		17.37
01314 - Secretary IV		21.06
01315 - Secretary V		22.70
01320 - Service Order Dispatcher		12.69
01341 - Stenographer I		11.33
01342 - Stenographer II		12.69
01400 - Supply Technician		18.94
01420 - Survey Worker (Interviewer)		12.81
01460 - Switchboard Operator-Receptionist		10.10
01510 - Test Examiner		15.26
01520 - Test Proctor		15.26

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01531 - Travel Clerk I	10.34
01532 - Travel Clerk II	10.85
01533 - Travel Clerk III	11.36
01611 - Word Processor I	11.20
01612 - Word Processor II	12.95
01613 - Word Processor III	14.43
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	9.54
03041 - Computer Operator I	10.55
03042 - Computer Operator II	14.05
03043 - Computer Operator III	18.22
03044 - Computer Operator IV	18.76
03045 - Computer Operator V	20.77
03071 - Computer Programmer I (1)	16.61
03072 - Computer Programmer II (1)	22.05
03073 - Computer Programmer III (1)	25.36
03074 - Computer Programmer IV (1)	28.91
03101 - Computer Systems Analyst I (1)	23.83
03102 - Computer Systems Analyst II (1)	26.27
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	11.32
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	18.63
05010 - Automotive Glass Installer	17.98
05040 - Automotive Worker	17.33
05070 - Electrician, Automotive	17.88
05100 - Mobile Equipment Servicer	14.22
05130 - Motor Equipment Metal Mechanic	18.63
05160 - Motor Equipment Metal Worker	16.55
05190 - Motor Vehicle Mechanic	18.63
05220 - Motor Vehicle Mechanic Helper	14.22
05250 - Motor Vehicle Upholstery Worker	16.58
05280 - Motor Vehicle Wrecker	17.33
05310 - Painter, Automotive	17.88
05340 - Radiator Repair Specialist	17.33
05370 - Tire Repairer	13.74
05400 - Transmission Repair Specialist	18.63
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	8.62
07010 - Baker	9.56
07041 - Cook I	9.98
07042 - Cook II	11.08
07070 - Dishwasher	7.70
07130 - Meat Cutter	11.89
07250 - Waiter/waitress	6.88
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	17.88
09040 - Furniture Handler	13.79
09070 - Furniture Refinisher	17.88
09100 - Furniture Refinisher Helper	14.20
09110 - Furniture Repairer, Minor	16.58
09130 - Upholsterer	17.88
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	9.10
11060 - Elevator Operator	8.62
11090 - Gardener	9.97
11121 - House Keeping Aid I	8.21
11122 - House Keeping Aid II	8.62
11150 - Janitor	9.10
11210 - Laborer, Grounds Maintenance	9.57
11240 - Maid or Houseman	8.21
11270 - Pest Controller	9.93
11300 - Refuse Collector	9.10

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11330 - Tractor Operator	9.83
11360 - Window Cleaner	9.55
12000 - Health Occupations	
12020 - Dental Assistant	13.22
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	11.00
12071 - Licensed Practical Nurse I	13.41
12072 - Licensed Practical Nurse II	15.06
12073 - Licensed Practical Nurse III	16.83
12100 - Medical Assistant	10.96
12130 - Medical Laboratory Technician	13.01
12160 - Medical Record Clerk	11.83
12190 - Medical Record Technician	14.89
12221 - Nursing Assistant I	9.26
12222 - Nursing Assistant II	10.40
12223 - Nursing Assistant III	11.35
12224 - Nursing Assistant IV	12.74
12250 - Pharmacy Technician	12.19
12280 - Phlebotomist	13.46
12311 - Registered Nurse I	17.95
12312 - Registered Nurse II	21.97
12313 - Registered Nurse II, Specialist	21.97
12314 - Registered Nurse III	26.58
12315 - Registered Nurse III, Anesthetist	26.58
12316 - Registered Nurse IV	31.83
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	20.22
13011 - Exhibits Specialist I	16.32
13012 - Exhibits Specialist II	20.11
13013 - Exhibits Specialist III	22.88
13041 - Illustrator I	16.32
13042 - Illustrator II	20.11
13043 - Illustrator III	22.88
13047 - Librarian	18.01
13050 - Library Technician	12.81
13071 - Photographer I	13.52
13072 - Photographer II	15.12
13073 - Photographer III	17.03
13074 - Photographer IV	20.83
13075 - Photographer V	25.21
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	7.60
15030 - Counter Attendant	7.60
15040 - Dry Cleaner	9.97
15070 - Finisher, Flatwork, Machine	7.60
15090 - Presser, Hand	7.60
15100 - Presser, Machine, Drycleaning	7.66
15130 - Presser, Machine, Shirts	7.60
15160 - Presser, Machine, Wearing Apparel, Laundry	7.60
15190 - Sewing Machine Operator	10.57
15220 - Tailor	11.17
15250 - Washer, Machine	8.48
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	17.88
19040 - Tool and Die Maker	20.68
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	16.02
21020 - Material Coordinator	14.77
21030 - Material Expediter	14.77
21040 - Material Handling Laborer	12.82
21050 - Order Filler	12.37
21071 - Forklift Operator	13.94
21080 - Production Line Worker (Food Processing)	13.94
21100 - Shipping/Receiving Clerk	12.99

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21130	- Shipping Packer	12.88
21140	- Store Worker I	11.52
21150	- Stock Clerk (Shelf Stocker; Store Worker II)	14.34
21210	- Tools and Parts Attendant	13.95
21400	- Warehouse Specialist	13.94
23000	- Mechanics and Maintenance and Repair Occupations	
23010	- Aircraft Mechanic	20.23
23040	- Aircraft Mechanic Helper	15.29
23050	- Aircraft Quality Control Inspector	20.96
23060	- Aircraft Servicer	18.01
23070	- Aircraft Worker	18.51
23100	- Appliance Mechanic	17.88
23120	- Bicycle Repairer	13.60
23125	- Cable Splicer	21.81
23130	- Carpenter, Maintenance	17.88
23140	- Carpet Layer	17.33
23160	- Electrician, Maintenance	19.91
23181	- Electronics Technician, Maintenance I	18.99
23182	- Electronics Technician, Maintenance II	19.70
23183	- Electronics Technician, Maintenance III	20.44
23260	- Fabric Worker	15.78
23290	- Fire Alarm System Mechanic	21.16
23310	- Fire Extinguisher Repairer	15.99
23340	- Fuel Distribution System Mechanic	21.16
23370	- General Maintenance Worker	17.33
23400	- Heating, Refrigeration and Air Conditioning Mechanic	18.63
23430	- Heavy Equipment Mechanic	18.63
23440	- Heavy Equipment Operator	18.63
23460	- Instrument Mechanic	18.63
23470	- Laborer	12.85
23500	- Locksmith	17.88
23530	- Machinery Maintenance Mechanic	19.85
23550	- Machinist, Maintenance	18.63
23580	- Maintenance Trades Helper	14.08
23640	- Millwright	21.64
23700	- Office Appliance Repairer	17.88
23740	- Painter, Aircraft	17.88
23760	- Painter, Maintenance	17.88
23790	- Pipefitter, Maintenance	20.56
23800	- Plumber, Maintenance	17.94
23820	- Pneudraulic Systems Mechanic	21.16
23850	- Rigger	18.63
23870	- Scale Mechanic	19.69
23890	- Sheet-Metal Worker, Maintenance	18.63
23910	- Small Engine Mechanic	17.33
23930	- Telecommunication Mechanic I	18.63
23931	- Telecommunication Mechanic II	19.30
23950	- Telephone Lineman	18.63
23960	- Welder, Combination, Maintenance	18.63
23965	- Well Driller	18.63
23970	- Woodcraft worker	18.63
23980	- Woodworker	16.02
24000	- Personal Needs Occupations	
24570	- Child Care Attendant	8.81
24580	- Child Care Center Clerk	10.99
24600	- Chore Aid	7.72
24630	- Homemaker	12.19
25000	- Plant and System Operation Occupations	
25010	- Boiler Tender	20.50
25040	- Sewage Plant Operator	19.57
25070	- Stationary Engineer	20.50
25190	- Ventilation Equipment Tender	15.28
25210	- Water Treatment Plant Operator	17.88

27000 - Protective Service Occupations	
(not set) - Police Officer	16.92
27004 - Alarm Monitor	12.17
27006 - Corrections Officer	12.40
27010 - Court Security Officer	14.17
27040 - Detention Officer	12.40
27070 - Firefighter	14.37
27101 - Guard I	8.64
27102 - Guard II	14.97
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	16.63
28020 - Hatch Tender	16.63
28030 - Line Handler	16.63
28040 - Stevedore I	15.21
28050 - Stevedore II	16.49
29000 - Technical Occupations	
21150 - Graphic Artist	21.68
29010 - Air Traffic Control Specialist, Center (2)	29.36
29011 - Air Traffic Control Specialist, Station (2)	20.24
29012 - Air Traffic Control Specialist, Terminal (2)	22.29
29023 - Archeological Technician I	14.43
29024 - Archeological Technician II	16.22
29025 - Archeological Technician III	20.04
29030 - Cartographic Technician	19.59
29035 - Computer Based Training (CBT) Specialist/ Instructor	24.43
29040 - Civil Engineering Technician	18.64
29061 - Drafter I	13.56
29062 - Drafter II	16.03
29063 - Drafter III	17.78
29064 - Drafter IV	20.04
29081 - Engineering Technician I	18.62
29082 - Engineering Technician II	20.92
29083 - Engineering Technician III	23.40
29084 - Engineering Technician IV	29.00
29085 - Engineering Technician V	35.45
29086 - Engineering Technician VI	42.89
29090 - Environmental Technician	19.14
29100 - Flight Simulator/Instructor (Pilot)	26.27
29160 - Instructor	19.27
29210 - Laboratory Technician	17.37
29240 - Mathematical Technician	24.19
29361 - Paralegal/Legal Assistant I	17.27
29362 - Paralegal/Legal Assistant II	23.83
29363 - Paralegal/Legal Assistant III	25.78
29364 - Paralegal/Legal Assistant IV	31.16
29390 - Photooptics Technician	21.41
29480 - Technical Writer	23.06
29491 - Unexploded Ordnance (UXO) Technician I	18.66
29492 - Unexploded Ordnance (UXO) Technician II	22.57
29493 - Unexploded Ordnance (UXO) Technician III	27.05
29494 - Unexploded (UXO) Safety Escort	18.66
29495 - Unexploded (UXO) Sweep Personnel	18.66
29620 - Weather Observer, Senior (3)	22.12
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	19.94
29622 - Weather Observer, Upper Air (3)	19.94
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	12.79
31260 - Parking and Lot Attendant	9.56
31290 - Shuttle Bus Driver	12.24
31300 - Taxi Driver	9.97
31361 - Truckdriver, Light Truck	15.90
31362 - Truckdriver, Medium Truck	16.56
31363 - Truckdriver, Heavy Truck	17.23

31364 - Truckdriver, Tractor-Trailer	17.23
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	8.52
99030 - Cashier	7.44
99041 - Carnival Equipment Operator	8.93
99042 - Carnival Equipment Repairer	9.04
99043 - Carnival Worker	7.57
99050 - Desk Clerk	8.81
99095 - Embalmer	16.57
99300 - Lifeguard	9.80
99310 - Mortician	18.69
99350 - Park Attendant (Aide)	12.31
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	9.33
99500 - Recreation Specialist	9.83
99510 - Recycling Worker	9.14
99610 - Sales Clerk	10.40
99620 - School Crossing Guard (Crosswalk Attendant)	6.97
99630 - Sport Official	9.80
99658 - Survey Party Chief (Chief of Party)	15.70
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	14.23
99660 - Surveying Aide	13.79
99690 - Swimming Pool Operator	11.53
99720 - Vending Machine Attendant	10.51
99730 - Vending Machine Repairer	12.17
99740 - Vending Machine Repairer Helper	10.51

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.36 an hour or \$94.40 a week or \$409.07 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All

operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} when multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed (occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order

proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper. When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

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BRS Document Viewer

WAGE DETERMINATION NO: 94-2349 REV (19) AREA: NJ,MIDDLESEX

WAGE DETERMINATION NO: 94-2349 REV (19) AREA: NJ,MIDDLESEX

REGISTER OF WAGE DETERMINATIONS UNDER

U.S. DEPARTMENT OF LABOR

FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL

WASHINGTON D.C. 20210

William W.Gross
DirectorDivision of
Wage DeterminationsWage Determination No.: 1994-2349
Revision No.: 19
Date Of Last Revision: 06/05/2003

State: New Jersey

Area: New Jersey Counties of Hunterdon, Middlesex, Somerset, Warren

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE

MINIMUM WAGE RATE

01000 - Administrative Support and Clerical Occupations

01011 - Accounting Clerk I	10.60
01012 - Accounting Clerk II	14.07
01013 - Accounting Clerk III	15.32
01014 - Accounting Clerk IV	17.63
01030 - Court Reporter	17.51
01050 - Dispatcher, Motor Vehicle	16.53
01060 - Document Preparation Clerk	13.81
01070 - Messenger (Courier)	10.20
01090 - Duplicating Machine Operator	12.97
01110 - Film/Tape Librarian	15.22
01115 - General Clerk I	8.16
01116 - General Clerk II	11.53
01117 - General Clerk III	12.83
01118 - General Clerk IV	16.71
01120 - Housing Referral Assistant	19.92
01131 - Key Entry Operator I	12.28
01132 - Key Entry Operator II	13.07
01191 - Order Clerk I	14.34
01192 - Order Clerk II	18.67
01261 - Personnel Assistant (Employment) I	12.79
01262 - Personnel Assistant (Employment) II	14.38
01263 - Personnel Assistant (Employment) III	18.70
01264 - Personnel Assistant (Employment) IV	20.22
01270 - Production Control Clerk	18.38
01290 - Rental Clerk	15.92
01300 - Scheduler, Maintenance	14.37
01311 - Secretary I	15.19
01312 - Secretary II	19.21
01313 - Secretary III	19.92
01314 - Secretary IV	23.33
01315 - Secretary V	25.94
01320 - Service Order Dispatcher	14.38
01341 - Stenographer I	11.98
01342 - Stenographer II	13.46
01400 - Supply Technician	23.33
01420 - Survey Worker (Interviewer)	14.10
01460 - Switchboard Operator-Receptionist	14.20
01510 - Test Examiner	18.70
01520 - Test Proctor	18.70
01531 - Travel Clerk I	12.64
01532 - Travel Clerk II	13.71

01533 - Travel Clerk III	14.84
01611 - Word Processor I	11.35
01612 - Word Processor II	16.94
01613 - Word Processor III	19.48
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	12.94
03041 - Computer Operator I	11.89
03042 - Computer Operator II	16.86
03043 - Computer Operator III	18.99
03044 - Computer Operator IV	20.67
03045 - Computer Operator V	22.85
03071 - Computer Programmer I (1)	19.46
03072 - Computer Programmer II (1)	24.10
03073 - Computer Programmer III (1)	27.62
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	27.17
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	12.05
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	21.01
05010 - Automotive Glass Installer	22.58
05040 - Automotive Worker	22.58
05070 - Electrician, Automotive	23.56
05100 - Mobile Equipment Servicer	20.74
05130 - Motor Equipment Metal Mechanic	24.48
05160 - Motor Equipment Metal Worker	22.58
05190 - Motor Vehicle Mechanic	24.48
05220 - Motor Vehicle Mechanic Helper	19.78
05250 - Motor Vehicle Upholstery Worker	21.67
05280 - Motor Vehicle Wrecker	22.58
05310 - Painter, Automotive	23.56
05340 - Radiator Repair Specialist	22.58
05370 - Tire Repairer	17.20
05400 - Transmission Repair Specialist	24.48
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	9.94
07010 - Baker	13.18
07041 - Cook I	11.46
07042 - Cook II	13.13
07070 - Dishwasher	9.04
07130 - Meat Cutter	15.95
07250 - Waiter/Waitress	10.54
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	20.16
09040 - Furniture Handler	15.94
09070 - Furniture Refinisher	20.16
09100 - Furniture Refinisher Helper	16.92
09110 - Furniture Repairer, Minor	18.54
09130 - Upholsterer	20.16
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	9.41
11060 - Elevator Operator	11.44
11090 - Gardener	13.16
11121 - House Keeping Aid I	8.87
11122 - House Keeping Aid II	9.40
11150 - Janitor	11.44
11210 - Laborer, Grounds Maintenance	11.82
11240 - Maid or Houseman	10.70
11270 - Pest Controller	14.98
11300 - Refuse Collector	12.58
11330 - Tractor Operator	13.38
11360 - Window Cleaner	11.44

12000 - Health Occupations	
12020 - Dental Assistant	14.89
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	13.35
12071 - Licensed Practical Nurse I	12.72
12072 - Licensed Practical Nurse II	14.28
12073 - Licensed Practical Nurse III	15.97
12100 - Medical Assistant	13.22
12130 - Medical Laboratory Technician	14.28
12160 - Medical Record Clerk	11.57
12190 - Medical Record Technician	14.92
12221 - Nursing Assistant I	7.61
12222 - Nursing Assistant II	8.56
12223 - Nursing Assistant III	9.83
12224 - Nursing Assistant IV	10.91
12250 - Pharmacy Technician	12.79
12280 - Phlebotomist	13.26
12311 - Registered Nurse I	19.78
12312 - Registered Nurse II	24.20
12313 - Registered Nurse II, Specialist	24.20
12314 - Registered Nurse III	33.26
12315 - Registered Nurse III, Anesthetist	33.26
12316 - Registered Nurse IV	39.85
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	20.61
13011 - Exhibits Specialist I	14.51
13012 - Exhibits Specialist II	17.04
13013 - Exhibits Specialist III	18.28
13041 - Illustrator I	14.51
13042 - Illustrator II	17.04
13043 - Illustrator III	18.28
13047 - Librarian	26.42
13050 - Library Technician	13.60
13071 - Photographer I	13.64
13072 - Photographer II	16.02
13073 - Photographer III	17.19
13074 - Photographer IV	21.77
13075 - Photographer V	23.68
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	8.42
15030 - Counter Attendant	8.42
15040 - Dry Cleaner	10.81
15070 - Finisher, Flatwork, Machine	8.42
15090 - Presser, Hand	8.42
15100 - Presser, Machine, Drycleaning	8.42
15130 - Presser, Machine, Shirts	8.42
15160 - Presser, Machine, Wearing Apparel, Laundry	8.42
15190 - Sewing Machine Operator	11.57
15220 - Tailor	12.33
15250 - Washer, Machine	11.03
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	18.93
19040 - Tool and Die Maker	24.21
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	19.09
21020 - Material Coordinator	17.90
21030 - Material Expediter	17.89
21040 - Material Handling Laborer	11.78
21050 - Order Filler	11.56
21071 - Forklift Operator	15.33
21080 - Production Line Worker (Food Processing)	15.33
21100 - Shipping/Receiving Clerk	12.89
21130 - Shipping Packer	11.03
21140 - Store Worker I	11.69

21150 - Stock Clerk (Shelf Stocker; Store Worker II)	14.60
21210 - Tools and Parts Attendant	15.55
21400 - Warehouse Specialist	16.53
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	20.95
23040 - Aircraft Mechanic Helper	16.92
23050 - Aircraft Quality Control Inspector	21.77
23060 - Aircraft Servicer	18.54
23070 - Aircraft Worker	19.34
23100 - Appliance Mechanic	22.18
23120 - Bicycle Repairer	17.14
23125 - Cable Splicer	27.76
23130 - Carpenter, Maintenance	25.50
23140 - Carpet Layer	19.95
23160 - Electrician, Maintenance	25.43
23181 - Electronics Technician, Maintenance I	19.70
23182 - Electronics Technician, Maintenance II	20.55
23183 - Electronics Technician, Maintenance III	21.41
23260 - Fabric Worker	19.15
23290 - Fire Alarm System Mechanic	21.63
23310 - Fire Extinguisher Repairer	18.22
23340 - Fuel Distribution System Mechanic	22.55
23370 - General Maintenance Worker	19.34
23400 - Heating, Refrigeration and Air Conditioning Mechanic	20.95
23430 - Heavy Equipment Mechanic	20.95
23440 - Heavy Equipment Operator	25.36
23460 - Instrument Mechanic	21.63
23470 - Laborer	13.40
23500 - Locksmith	20.16
23530 - Machinery Maintenance Mechanic	19.37
23550 - Machinist, Maintenance	19.98
23580 - Maintenance Trades Helper	15.08
23640 - Millwright	27.93
23700 - Office Appliance Repairer	22.16
23740 - Painter, Aircraft	24.10
23760 - Painter, Maintenance	23.18
23790 - Pipefitter, Maintenance	24.67
23800 - Plumber, Maintenance	22.88
23820 - Pneudraulic Systems Mechanic	21.63
23850 - Rigger	21.63
23870 - Scale Mechanic	19.95
23890 - Sheet-Metal Worker, Maintenance	20.95
23910 - Small Engine Mechanic	19.34
23930 - Telecommunication Mechanic I	20.95
23931 - Telecommunication Mechanic II	21.77
23950 - Telephone Lineman	20.95
23960 - Welder, Combination, Maintenance	20.92
23965 - Well Driller	22.97
23970 - Woodcraft Worker	21.63
23980 - Woodworker	19.51
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	12.16
24580 - Child Care Center Clerk	15.01
24600 - Chore Aid	9.74
24630 - Homemaker	17.87
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	22.62
25040 - Sewage Plant Operator	23.08
25070 - Stationary Engineer	22.62
25190 - Ventilation Equipment Tender	17.15
25210 - Water Treatment Plant Operator	25.15
27000 - Protective Service Occupations	
(not set) - Police Officer	25.95

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27004 - Alarm Monitor	14.20
27006 - Corrections Officer	24.11
27010 - Court Security Officer	25.03
27040 - Detention Officer	24.11
27070 - Firefighter	25.49
27101 - Guard I	10.63
27102 - Guard II	11.91
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	18.03
28020 - Hatch Tender	18.03
28030 - Line Handler	18.03
28040 - Stevedore I	14.25
28050 - Stevedore II	15.56
29000 - Technical Occupations	
21150 - Graphic Artist	21.46
29010 - Air Traffic Control Specialist, Center (2)	30.86
29011 - Air Traffic Control Specialist, Station (2)	21.27
29012 - Air Traffic Control Specialist, Terminal (2)	23.44
29023 - Archeological Technician I	12.25
29024 - Archeological Technician II	13.81
29025 - Archeological Technician III	17.04
29030 - Cartographic Technician	17.81
29035 - Computer Based Training (CBT) Specialist/ Instructor	27.17
29040 - Civil Engineering Technician	17.03
29061 - Drafter I	9.11
29062 - Drafter II	10.57
29063 - Drafter III	14.51
29064 - Drafter IV	17.04
29081 - Engineering Technician I	11.90
29082 - Engineering Technician II	13.81
29083 - Engineering Technician III	18.95
29084 - Engineering Technician IV	22.24
29085 - Engineering Technician V	27.19
29086 - Engineering Technician VI	32.89
29090 - Environmental Technician	20.46
29100 - Flight Simulator/Instructor (Pilot)	30.38
29160 - Instructor	23.62
29210 - Laboratory Technician	18.43
29240 - Mathematical Technician	17.04
29361 - Paralegal/Legal Assistant I	14.71
29362 - Paralegal/Legal Assistant II	20.76
29363 - Paralegal/Legal Assistant III	25.33
29364 - Paralegal/Legal Assistant IV	30.72
29390 - Photooptics Technician	18.41
29480 - Technical Writer	32.37
29491 - Unexploded Ordnance (UXO) Technician I	19.61
29492 - Unexploded Ordnance (UXO) Technician II	23.73
29493 - Unexploded Ordnance (UXO) Technician III	28.44
29494 - Unexploded (UXO) Safety Escort	19.61
29495 - Unexploded (UXO) Sweep Personnel	19.61
29620 - Weather Observer, Senior (3)	19.95
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	17.94
29622 - Weather Observer, Upper Air (3)	17.94
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	15.07
31260 - Parking and Lot Attendant	8.83
31290 - Shuttle Bus Driver	13.68
31300 - Taxi Driver	11.76
31361 - Truckdriver, Light Truck	13.68
31362 - Truckdriver, Medium Truck	16.45
31363 - Truckdriver, Heavy Truck	22.57
31364 - Truckdriver, Tractor-Trailer	22.57
99000 - Miscellaneous Occupations	

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99020 - Animal Caretaker	8.62
99030 - Cashier	9.82
99041 - Carnival Equipment Operator	11.86
99042 - Carnival Equipment Repairer	12.36
99043 - Carnival Worker	10.14
99050 - Desk Clerk	12.05
99095 - Embalmer	20.92
99300 - Lifeguard	10.31
99310 - Mortician	19.13
99350 - Park Attendant (Aide)	12.94
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	10.78
99500 - Recreation Specialist	13.79
99510 - Recycling Worker	14.66
99610 - Sales Clerk	11.33
99620 - School Crossing Guard (Crosswalk Attendant)	10.68
99630 - Sport Official	10.31
99658 - Survey Party Chief (Chief of Party)	15.83
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	13.17
99660 - Surveying Aide	9.60
99690 - Swimming Pool Operator	7.93
99720 - Vending Machine Attendant	7.71
99730 - Vending Machine Repairer	10.19
99740 - Vending Machine Repairer Helper	8.38

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VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

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ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All

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REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

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- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage

rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper. When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

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